SUPREME COURT OF THE UNITED STATES.

No. 33.

ANDREW D. HEPBURN, PLAINTIFF IN ERROR,

VERSUS

JACOB DUBOIS, LESSEE OF OLIVER S. WOLCOTT.

ERROR FROM CIRCUIT COURT UNITED STATES FOR THE WESTERN DISTRICT OF PENNSYLVANIA.

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First bill of exception, page 85 of manuscript record.

JACOB DUBOIS, *a citizen of the State of New York, lessee of Oliver S. Wolcott, a citizen of the State of Connecticut,*
vs.
JAMES GRAHAM, a *citizen of the State of Pennsylvania, with notice to Andrew D. Hepburn.*

Ejectment of October term, 1830. No. 3.

The said plaintiff in this cause, further to maintain the issue on his part, offered in evidence the deposition of James Fearon; pro est, a copy of the said deposition hereunto annexed; the ninth question in which, put to the deponent on the part of the plaintiff, is in these words, viz:

9th. "Look upon the paper marked A, dated October 13, 1812; state whether or not it is the copy of a receipt signed by Andrew D. Hepburn; if so, state whether the original receipt was exhibited by you to him, and what he said in relation thereto; is or is not the original receipt lost; have you or not made repeated searches for the said original; can you or not find it; in whose hands did you last see it; when you first saw the receipt, did you or not know that the Crawford & Lyon tract was your own land?"

Whereupon the said defendant, by his counsel, objected to the said question, and insisted that the answer to the same should not be read in evidence.

And the said plaintiff, by his counsel, contended that the said question was legal and proper to be answered, and insisted upon having the answer to the question aforesaid read in evidence.

But the said court overruled the objections of the defendant by his counsel aforesaid, and permitted the answer to the ninth question aforesaid to be read in evidence.

Whereupon, the said defendant excepted to the said decision of the court, and then tendered this his bill of exceptions to the same; and requested the judge of the said court to affix his seal to the said bill, which is done.

TH. IRWIN. [SEAL.]

Second bill of exception, page 93 of manuscript record.

JACOB DUBOIS, *a citizen of the State of New York, lessee of Oliver S. Wolcott, a citizen of the State of Connecticut,*
vs.
JAMES GRAHAM, *a citizen of the State of Pennsylvania, with notice to Andrew D. Hepburn.*

Ejectment of October term, 1830. No. 3.

The said defendant in this cause, further to maintain the issue on his part, produced in court and examined as a witness Joseph F.

Quay, and by his counsel put to the said witness the following question, viz: "Was or was not James M. Fox, Esquire, the arbiter between the two families of Abel Fearon and William Fearon, in making the allotment of the lands?"

Whereupon the said plaintiff, by his counsel learned in the law, then and there objected to the said question, and insisted that the witness should not answer the same.

And the said defendant, by his counsel, contended that the said question was legal and proper to be answered, and insisted upon having the answer of the said witness thereunto.

But the said court overruled and rejected the said question, and refused to permit the witness to answer the same.

Whereupon, the said defendant excepted to the said decision of the court, and tendered this his bill of exceptions to the same, and requested the judge of the said court to affix his seal to the said bill, which is done.

TH. IRWIN. [SEAL.]

Third bill of exception, page 99 of manuscript record.

JACOB DUBOIS, *a citizen of the State of New York, lessee of Oliver S. Wolcott, a citizen of the State of Connecticut,*
vs.
JAMES GRAHAM, *a citizen of the State of Pennsylvania, with notice to Andrew D. Hepburn.*

} Ejectment of October term, 1830. No. 3.

The said plaintiff in this cause, further to maintain the issue on his part, produced in court and examined as a witness Henry Yost, and by his counsel offered to prove by him "that the defendant subsequently denied to the witness that he had purchased the tract 5,615 at the tax sale, but alleged the same had been purchased by another person, and that the fact of his having so purchased was not discovered by the witness until the year 1831."

Whereupon, the said defendant, by his counsel, objected to the said offered testimony, and insisted that the same should not be given to the court and jury in this cause.

And the said plaintiff, by his counsel, contended that such testimony was legal and proper, and insisted upon its being given in evidence.

But the said court overruled the objections of the defendant by his counsel aforesaid, and permitted the said testimony to be heard in evidence.

Whereupon, the said defendant excepted to the said decision of the court, and then tendered this his bill of exceptions to the same, and requested the judge of the said court to affix his seal to the said bill, which is done.

TH. IRWIN. [SEAL.]

Fourth bill of exception, page 100 *of manuscript record.*

JACOB DUBOIS, *a citizen of the State of New York, lessee of Oliver S. Wolcott, a citizen of the State of Connecticut,*
vs.
JAMES GRAHAM, *a citizen of the State of Pennsylvania, with notice to Andrew D. Hepburn.*

Ejectment of October term, 1830. No. 3.

The said defendant in this cause, further to maintain the issue on his part, produced in court a letter of the date of 26 July, 1830, from Joseph Fearon; *pro est*, a copy of the said letter, hereunto annexed, viz:

Letter of Joseph Fearon, (Copy.)

PHILADELPHIA, *July* 26, 1830.

DEAR SIR: You ask me whether I paid taxes to you, in 1828, on two tracts, No. 5680, (441 acres) and 3884, (77 acres 88 poles) in name of James Fearon, in Lycoming county, in order to redeem the same.

In reply, I state, that in February, 1828, I paid you $67 55, being the taxes, costs, and per centage on five tracts of mine, in names of James McDonald, Wm. Brown, Margaret Powers, Wm. Powers, and Joseph Fearon, (990 as. 74 ps., No. 4840.)

The above were all the taxes I paid you, and you gave me a receipt, a copy of which I have. I paid you no other taxes, and if you have entered any more as paid, it is a mistake.

The two tracts, No. 5680 and 3884, belonged, under our family deeds of partition, to Mr. Quay. The deed and mode of partition were fixed upon for a long time before the deed was signed, and Mr. Fox, our agent, rode often after the other heirs many miles, to get them altogether. I think the power of attorney to Mr. Fox, to sign on behalf of the English heirs, bears date long before the deed; and we were a long time getting the powers ready after we had agreed to divide.

When the partition was made I cannot say; it was agreed that each should pay the taxes on his own tracts; nothing was said on that subject.

Yours, &c.,
JOSEPH FEARON.

WM. HARRIS, Esq.

Which letter was offered in evidence on the part of the defendant, after proof of the signature and handwriting of the said Joseph Fearon; whereupon, the said plaintiff, by his counsel, objected to the said letter offered in testimony, and insisted that the same should not be read in evidence in this cause.

And the said defendant, by his counsel, contended that the said testimony was legal and proper, and insisted upon its being given in evidence.

But the said court sustained the objections of the plaintiff, by his counsel aforesaid, and would not permit the said letter to be read in evidence.

Whereupon the said defendant excepted to the said decision of the court, and then tendered this his bill of exceptions to the same, and requested the judge of the said court to affix his seal to the said bill, which is done.

THOS. IRWIN. [SEAL.]

Fifth bill of exception, page 101 *of manuscript record.*

JACOB DUBOIS, *a citizen of the State of New York, lessee of Oliver S. Wolcott, a citizen of the State of Connecticut,*
vs.
JAMES GRAHAM, *a citizen of the State of Pennsylvania, with notice to Andrew D. Hepburn.*
} Ejectment of October term, 1830. No. 3.

The said defendant in this cause, further to maintain the issue on his part, produced in court an original receipt of William Harris to Joseph Fearon, for taxes, which, after proof of handwriting of Harris, was offered in evidence on the part of the defendant, a copy of which receipt is hereunto annexed; *pro est*, receipt.

Copy of Wm. Harris's receipt to Joseph Fearon.

NO.	QUANTITY.	WARRANTEES.	OWNERS.	TOWNSHIP.	PURCHASER.	COUNTY TAX.			ROAD TAX.			COST OF SALE.
						1825	1826	1827	1825	1826	1827	
	423½	Jas. Mc.Donald	Joseph Fearon	Wayne	Jos. Williams	$1 59	1 59	1 59	1 59	1 59	1 59	$3 62½
	99.759	Wm. Brown	" "	"	" "	37	37	37	37	37	37	3 62½
	308	M. Powers	" "	"	" "	1 15	1 15	1 15	1 15	1 15	1 15	3 62½
	272	William Powers	" "	Nippinose	C. G. Heylmun	1 02	1 02	1 02	1 02	1 02	1 02	3 62½
4840	990.74	Joseph Fearon	" "	Dunstable.	–	3 71	3 71	3 71	3 71	3 71	3 71	50
						$7 84	7 84	7 84	7 84	7 84	7 84	$15 00

$47 04
15 00 cost.

$62 04
5 51 the per centage.

$67 55

Received, February 8, 1828, of Joseph Fearon, sixty-seven dollars and fifty-five cents, in full, for county and road taxes, for the years 1825, 1826, and 1827, and cost of sale also, twenty-five per cent., as prescribed by law for the use of the purchaser.

WM. HARRIS, *Treasurer.*

Whereupon the said plaintiff, by his counsel, objected to the said receipt as offered in evidence, and insisted that the same should not go to the court and jury in this cause.

And the said defendant, by his counsel, contended that such testimony was legal and proper, and insisted upon its being given in evidence. But the said court sustained the objections of the plaintiff, by his counsel aforesaid, and refused the said testimony to be heard in evidence.

Whereupon, the said defendant excepted to the said decision of the court, and then tendered this his bill of exceptions to the same, and requested the judge of the said court to affix his seal to the said bill, which is done. TH. IRWIN. [SEAL.]

Know all men by these presents, that we, J. Miller and James Black, are held and firmly bound unto Jacob Dubois, lessee of Oliver S. Wolcott, in the full and just sum of three hundred dollars, to be paid to the said Jacob Dubois, lessee of Oliver S. Wolcott, his certain attorney, executors, administrators, or assigns: to which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents. Sealed with our seals, and dated this first day of February, in the year of our Lord one thousand eight hundred and thirty-seven.

Whereas lately, at a district court of the United States for the western district of Pennsylvania, at Williamsport, in a suit depending in said court between Andrew D. Hepburn, plaintiff, and Jacob Dubois, lessee of Oliver S. Wolcott, judgment was rendered against the said Andrew D. Hepburn, and the said Andrew D. Hepburn having obtained a writ of error and filed a copy thereof in the clerk's office of the said court to reverse the judgment in the aforesaid suit, and a citation directed to the said Jacob Dubois, lessee of Oliver S. Wolcott, citing and admonishing to be and appear at a Supreme Court of the United States, to be holden at Washington, the first Monday of August next.

Now the condition of the above obligation is such, that if the said Andrew D. Hepburn shall prosecute his writ to effect, and answer all damages and costs if he fail to make his plea good, then the above obligation to be void, else to remain in full force and virtue.

(Signed) J. MILLER. [SEAL.]
(Signed) JAMES BLACK. [SEAL.]

Sealed and delivered in presence of
(Signed) JONA. GUEST.
(Signed) SAMUEL P. WALKER.

Approved by
(Signed) JAMES M. WAYNE,
Associate Justice Supreme Court United States.

The United States of America, to Jacob Dubois, lessee of Oliver S. Wolcott, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at Washington, on the first Monday of August next, pursuant to a writ of error filed in the clerk's office of the district court of the United States for the western district of Pennsylvania, at Williamsport, wherein Andrew D. Hepburn is plaintiff in error, and you are defendant in error, to show cause, if any there be, why judgment rendered against the said plaintiff in error as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable James M. Wayne, one of the associate justices of the Supreme Court of the United States, this first day of February, in the year of our Lord one thousand eight hundred and thirty-seven.

JAMES M. WAYNE,
Associate Justice Supreme Court United States.

DISTRICT COURT OF THE UNITED STATES, *Western district of Pennsylvania.* } *sct.*

On this third day of June, in the year of our Lord one thousand eight hundred and thirty-seven, personally appeared Andrew D. Hepburn, before me, the subscriber, and makes oath that he delivered a true copy of the within citation to J. B. Anthony, counsel for defendant in error, on the third day of June, 1837: further saith not.

A. D. HEPBURN.

Sworn and subscribed before me this third day of June, 1837.

JAMES ARMSTRONG,
Clerk district court United States western district of Pennsylvania.

I, J. B. Anthony, do hereby acknowledge the service of the above notice by copy, as the attorney of the above named Jacob Dubois, &c., above named.

WILLIAMSPORT, June 3d, 1837. J. B. ANTHONY.

United States of America, ss:

The President of the United States, to the honorable the judge of the district court of the United States for the western district of Pennsylvania, at Williamsport, greeting:

Because, in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said district court, before you, between Andrew D. Hepburn, plaintiff, and Jacob Dubois, lessee of Oliver S. Wolcott, defendant, a manifest error hath happened, to the great damage of the said Andrew D. Hepburn, as by his complaint appears.

We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in

this behalf, do command you, if judgment be therein given, that then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, on the first Monday of August next, in the said Supreme Court, to be then and there held; that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, what of right, and according to the laws and custom of the United States, should be done.

Witness the honorable Roger B. Taney, chief justice of the said Supreme Court, this second Monday of January, in the year of our Lord one thousand eight hundred and thirty-seven.

WM. THOS. CARROLL,
Clerk of the Supreme Court of the United States.

Allowed by

JAMES M. WAYNE,
Associate Justice Supreme Court United States.

In the district court of the United States for the western district of Pennsylvania, at Williamsport, it is thus contained, to wit:

[DOCKET ENTRIES.]

JACOB DUBOIS, *a citizen of the State of New York, lessee of Oliver S. Wolcott, a citizen of the State of Connecticut.*—Anthony.
vs.
JAMES GRAHAM, *a citizen of the State of Pennsylvania, with notice to Andrew D. Hepburn, a citizen of Pennsylvania.*—Parsons, Grier, Camp.

} Ejectment, October term, A. D. 1830. No. 3.

Declaration filed October 4th, 1830, for 300 acres of land, in Dunstable township, Lycoming county, Pennsylvania.

Returned, served by copy, September 23d, 1830; so answers
JOHN M. DAVIS, *Marshal.*

($4 30.)

October 4th, 1830, A. V. Parsons appears for defendant, reserving all exceptions to the writ, &c. October 5th, 1830, on motion of Mr. Parsons, and affidavit filed, rule on plaintiff to give security for costs; and by agreement of counsel, Dr. Asher Davidson is appointed commissioner, and a rule is granted to take depositions on part of defendant, on ten days' notice. October 7th, 1830, defendant's attorney files his plea *not guilty.* February 3d, 1831, recognizance of William Wilson and Daniel Grafius, as security for costs, filed. February 4th, 1831, plaintiff's attorney enters a rule to take depositions on the part of plaintiff, under the rules of court, exit rule ($1 00.) February 19th, 1830, deposition of Robert Quay, filed. June 8th, 1831, further plea in bar filed, and same day, rule on

plaintiff to reply by the first Monday of July next, see prae filed. June 20th, 1831, replication to defendant's plea to the jurisdiction filed. July 25th, 1831, rejoinder of defendant filed; cause at issue; rule for trial, and ordered on the list for next term; prae filed, and same day defendant enters a rule for a commission to take depositions on interrogatories, filed in Litchfield, in the State of Connecticut, and nominate Phineas Miner, and S. Seymour, Esq., of Litchfield, commissioners. August 23d, plaintiff files cross-interrogatories, and names Jabez W. Huntingdon, and Truman Smith, Esq., as commissioners on their part, exit commission and copy of interrogatories. August 31st, 1831, the counsel for the plaintiff and defendant enter into a mutual rule to take the deposition of witnesses before the prothonotary of the district court of the city and county of Philadelphia, on Monday the 19th September next; exit rule. October 1st, 1831, deposition taken at Litchfield, filed. October 4th, 1831, deposition taken at Philadelphia, filed; defendant, by A. V. Parsons, his attorney, appears and confesses lease, entry, and ouster, as per confession, filed; court direct the name of James Graham to be struck out of the declaration, and that of A. D. Hepburn inserted.

And now, to wit, October 5th, 1831, a jury of the country being called, came, to wit, Peter Bastian, Joseph Williams, John McLean, Samuel H. Wilson, Hamilton Hawes, Samuel W. Stewart, Alexander Stile, George Eckert, Robert G. Hayes, John Lightner, James Hemphill, and Alexander McEwen, twelve good and lawful men of the country, who were duly summoned, returned, impanneled, and balloted for, and who were severally sworn and affirmed. October 6th, 1831, on motion of Mr. Tilghman, the jury were discharged, it appearing that they were not drawn from the whole number of jurors summoned. On motion of Mr. Tilghman, for a special jury in this case, the same is allowed. October 24th, 1831, defendant, by A. V. Parsons, his attorney, enters a rule to take the depositions of witnesses within the said district, at the prothonotary's office in Williamsport, Lycoming county, on Tuesday, the 15th day of November next, between the hours of 9 o'clock in the forenoon, and 4 o'clock in the afternoon of said day, in pursuance of the rules of court in such case made and provided; prae filed; exit copy of rule; exit copy of rule to take depositions on the part of plaintiff. April 26, 1832, plaintiff and defendant's attorney enter a mutual rule for a commission to take depositions in the city of Philadelphia, and defendant files his interrogatories; exit copy of rule and interrogatories to plaintiff, May 14th, 1832; and same day exit copy of rule and interrogatories to defendant; exit copy of rule to take depositions, entered 5th October, 1830. May 30th, 1832, deposition of James Fearon, filed. June 4th, 1832, deposition of Robert Quay filed. June 5th, 1832, deposition of Jesse Conard filed, and parties agree to waive any objection on the ground that no venire for a special jury has issued in this case. A jury being called, came, to wit, John K. McKahan, Samuel S. Barton, John B. Wilson, John H. Knapp, Joseph K. Frederick, Thomas Robison, David Mitchel, James Rothrock, William Ramsey, William W. Kirk, Thomas Dyer, William

Johnston, jr., twelve good and lawful men of the country, duly summoned, returned and balloted for, and who being severally sworn and affirmed, do say (counsel before verdict excepts to the opinion and charge of the court, who are requested to file the same) that they cannot agree; and by consent of parties, jury is discharged, June 10th, 1832; same day plaintiff moves for a special jury, which was allowed by the court. October 1st, 1832, continued. November 3d, 1832, exit copy of rule to take depositions. December 1st, 1832, deposition of Joseph Quay filed. May 6th, 1833, agreement of counsel to strike a jury filed, and same day a mutual agreement of counsel to take depositions before the prothonotary of the district, county, and city of Philadelphia filed; exit rule. June 8th, 1833, deposition of Frederick Rodewald filed. And now, to wit, June 6th, 1833, a special jury having been struckby the parties, and the following persons having been called, came, to wit, Benjamin Bennett, Charles McBride, William Patton, James P. Bull, David Cash, Jonah Brewster, Francis Wetherbee, Isaac Post, Joshua W. Raynesford, Aaron Green, Dimmock Warner, and Albert Post, twelve good and lawful men of the country, duly summoned, returned and impanneled, and who being severally sworn and affirmed, do say they find for the *defendant*, with six cents damages and six cents costs: and so they say all. Verdict taken June 8th, 1833; counsel for plaintiff *before verdict* except to the opinion of the court and desire the charge to be filed of record; same day judgment on verdict. (Defendant's bill filed August 22d, 1833, exit fi. fa. to October term, 1833, No. 11, and ca. sa. to same term, No. 12.) October 8th, 1834, writ of error filed, and copy of citation and appeal bond filed. November 13th, 1834, record sent to Washington; judgment of the district court reversed and venire *facias de novo* awarded. See mandate of the Supreme Court of the United States. [filed.]

July 21st, 1836, notice of trial filed, and cause ordered on the list for next term. July 22d, 1836, sworn copy of notice of trial filed. August 11th, 1836, plaintiff enters a rule for commission to the State of Ohio, to take deposition, on fifteen days' notice. Interrogatories filed, and plaintiffs name Henry H. John, of the town of Bucyrus, in Crawford county, and State of Ohio, as commissioner. August 24th, 1836, exit commission and copy of interrogatories, ($3 37.) October 3d, 1836, on motion of Messrs. Campbell and Parsons, leave is given to strike off their names from the record as counsel for defendant in this suit.

And now, to wit, October 6th, 1836, a jury of the county being called, came, to wit, Thomas A. Smith, William J. Terrill, Isaac Straight, Philip Fraser, Abraham Blymyer, Lewis B. Cole, Daniel Fulmer, David H. Moore, James Gibbony, Joseph Wilson, Samuel Oakes, and Charles W. Higgins, twelve good and lawful men of the district, duly summoned, returned, impanneled, and balloted for, and who being severally sworn and affirmed, do say, they find for the plaintiff with six cents damages and six cents costs; and so they say all. Verdict taken October 8th, 1836, and defendant's counsel except to the charge of the court before verdict. Plaintiff's points and an-

swers to the same, filed. Defendant's points and answers to the court to the same filed; same day judgment on verdict.

Therefore, it is considered that the said Jacob Dubois, a citizen of the the State of New York, lessee of Oliver S. Wolcott, a citizen of the State of Connecticut, do recover against the said Andrew D. Hepburn, a citizen of the State of Pennsylvania,his said term yet to come of and in the tenements aforesaid, with the appurtenaces, and his said damages to six cents, by the the jurors aforesaid in form aforesaid assessed, and also dollars, and for his said costs and charges by the court aforesaid, before the judge thereof, now here adjudged, of increase, to the said Jacob Dubois, and with his assent.

JAMES ARMSTRONG, *Clerk.*

[DECLARATION.]

In the district court of the United States, in and for the western district of Pennsylvania, of October sessions, MDCCCXXX, Andrew D. Hepburn, late of the western district of Pennsylvania, yeoman, a citizen of the State of Pennsylvania, was attached to answer Jacob Dubois, a citizen of the State of New York, of a plea whereof he entered into one messuage, three hundred acres of woodland, with the appurtenances, of the value of twenty thousand dollars, situate and being in Dunstable township, Lycoming county, No. 5615, bounded on the north and east by Hepburn's land, on the south by Ralston's land, and on the west by tract No. 5612, (in the State of Pennsylvania) in the district aforesaid, which Oliver S. Wolcott, a citizen of the State of Connecticut, had demised to the said Jacob Dubois, for a term which is not yet expired, and ejected him from his said farm, and other wrongs to him did, to the great damage of the said Jacob Dubois, and against the peace of the United States; and thereupon the said Jacob Dubois, by Benjamin Tilghman and Joseph B. Anthony, his attorneys, complains, that whereas the said Oliver S. Wolcott, on the twenty-third day of September, in the year of our Lord one thousand eight hundred and thirty, at the district aforesaid, had demised to the said Jacob Dubois, the tenements aforesaid, with the appurtenances, to have and to hold the same to the said Jacob Dubois and his assigns, from and immediately following the execution and delivery of the said demise, for and during, and unto the full end and term of twenty years, thence next commencing, and fully to be complete and ended; by virtue of which said demise the said Jacob Dubois entered into the said tenements, with the appurtenances, and was thereof possessed; and the said Jacob Dubois, being so thereof possessed, the said Andrew D. Hepburn, afterwards, to wit, on the said twenty-third day of September, in the year of our Lord one thousand eight hundred and thirty, with force and arms, &c., entered into the said tenements with the appurtenances, which the said Oliver S. Wolcott had demised to the said Jacob Dubois, in form aforesaid, for the term aforesaid, which is not yet expired, and ejected him out of his said farm, and other wrongs to him did, to his great damage, and against the peace

of the United States; whereupon the said Jacob Dubois saith he is injured, and hath sustained damage to the value of five hundred thousand dollars, and thereof he brings suit.

JOHN DOE,
RICHARD ROE, } Pledges to prosecute.

"I am informed that you are in possession of, or claim title to, the premises in this declaration in ejectment mentioned, or to some part thereof; and I being sued in this action as a casual ejector only, and having no claim or title to the same, do advise you to appear at the next October sessions of the district court of the United States, for the western district of Pennsylvania, by some attorney of that court, and then and there by a rule of the same court to cause yourself to be made defendant in my stead, otherwise I shall suffer judgment to be entered against me by default, and you will be turned out of possession.

"Yours, &c.
"JAMES GRAHAM."

To Andrew D. Hepburn, Williamsport,
Lycoming county, a citizen of Pennsylvania.
September 23d, 1830.

This indenture, made the twenty-third day of September, in the year of our Lord one thousand eight hundred and thirty, between Oliver S. Wolcott, a citizen of the State of Connecticut, by his attorney in fact, William P. Farraud, of the first part, and Jacob Dubois, a citizen of the State of New York, of the second part, witnesseth; that the said party of the first part, for and in consideration of the sum of one dollar, lawful money of the United States, to him in hand paid by the said party of the second part, at and before the sealing and delivery of these presents, the receipt whereof he hereby acknowledges, hath granted, and to farm let unto the said party of the second part, his executors and administrators, all that messuage; three hundred acres of woodland, with the appurtenances, situate and lying in Dunstable township, Lycoming county, No. 5615, bounded east by Hepburn's land, south by Yost and Ralston's land, west by tract No. 5612, and north by Hepburn's land, to have and to hold the same, to the said party of the second part, his executors, administrators and assigns, from and immediately following the execution and delivery of these presents, for and during and unto the full end and term of twenty years next thence ensuing, and fully to be complete and ended; yielding and paying therefor yearly and every year, during the said term, unto the said party of the first part, or his assigns, the rent of one pepper-corn, if demanded: Provided always, and these presents are on this condition, that if the said party of the first part, or his assigns, shall at any time or times hereafter tender, or cause to be tendered, to the said party of the second part, his executors or administrators, the sum of one dollar, that then and in such case, and from thenceforth, the present indenture, and every thing herein contained, shall cease, determine, and be abso-

lutely void, and any thing herein contained to the contrary in any wise notwithstanding.

In witness whereof, the parties have here interchangeably set their hands and seals, the day and year first above written.

JACOB DUBOIS, [SEAL.]
OLIVER S. WOLCOTT, [SEAL.]
By his Attorney,
WILIAM P. FARRAUD. [SEAL.]

Sealed and delivered in the presence of
J. B. ANTHONY,
JAMES CUMMINGS.

Know all men by these presents, that I, Oliver S. Wolcott, of the State of Connecticut, have made, ordained, constituted and appointed, and by these presents do make, ordain, constitute and appoint, William P. Farraud, of the city of Philadelphia, in the State of Pennsylvania, my true and lawful attorney, for me and in my name to enter into, and take possession of all those two tracts of land situate in Dunstable township, Lycoming county, Pennsylvania, one of them containing 254 acres, and allowance, surveyed in pursuance of a warrant, No. 5615, dated the 19th day of April, 1794, granted to Joseph Fearon, and the other of the said tracts, called "Retreat," on the waters of Saltsman's run, containing 365 acres and 136 perches, and allowance, surveyed in pursuance of a warrant No. 5612, dated seventeenth day of April, Anno Domini 1794, granted to Joseph Fearon, being the same premises which Matthew C. Ralston, and Julia his wife, by deed dated the eleventh day of September, Anno Domini 1830, granted and conveyed to the said Oliver S. Wolcott in fee; and after the said William P. Farraud shall have taken possession thereof, either in person or by his substitute, for me and in my name, and as my act and deed, to sign, seal, and execute a lease of the said premises, or of any part thereof, with the appurtenances, to any person or persons whatsoever, to hold the same to the said lessees or either of them, their or either of their executors, administrators or assigns, from and immediately following the execution and delivery of the said lease, for and during and unto the full end and term of twenty years, thence next ensuing and fully to be ended and completed, at the yearly rent of one pepper-corn, if demanded; subject to a proviso for making void the same on *tentering* to the said lessors, their executors, administrators or assigns, or either of them, one dollar: and further, for me and in my name to make and adjust such composition, agreement or compromise, as to him may seem just or expedient, with any person or persons who may claim to be in possession, or the owners of the said two tracts of land, or any part thereof, under any pretence of purchase under tax sales, or otherwise, with full power and authority to the said William P. Ferraud, one or more substitutes under him for the purposes aforesaid, to appoint; and then and their authority at his discretion to revoke, to renew, or others in their places to appoint. Hereby giving and granting to the said William P. Farraud, and his said substitutes, my full and entire

power and authority in the premises, and holding for good all that he or his said substitutes shall lawfully do therein.

In witness whereof, I have hereunto set my hand and seal at Philadelphia, this 13th day of September, in the year 1830.

(Signed) OLIVER S. WOLCOTT. [SEAL.]

Sealed and delivered in presence of us,

(Signed) JOAN CONARD,
JAMES M. CONARD.

LYCOMING COUNTY, *ss:*

Personally appeared before me, one of the judges of the court of common pleas of Lycoming county, Pennsylvania, James Cummings, Esquire, deputy marshal of the district court of the United States for the western district of Pennsylvania, who being duly sworn according to law, doth depose and say, that on the twenty-third day of September last, he, the deponent was present, and did see William P. Farraud in the letter of attorney hereunto annexed, named for and with the name of the lessor of the within named plaintiff, enter upon and take possession of the premises, in the annexed declaration mentioned, by actually going thereupon, the said premises being then uninhabited, and no person in possession thereof. And this deponent further saith, that he did, on the same day, see the above named William P. Farraud afterwards, and while he was upon and in possession of the said premises, duly sign and seal the lease hereunto annexed, as the act and deed of the said lessor, and deliver the same to the said Jacob Dubois, the plaintiff within mentioned, and that after the said lease was so executed, this deponent did see the said Jacob Dubois take possession of the said premises, by virtue of the said lease, by entering thereon, the said premises being uninhabited, so that no other entry could be made thereon, and that immediately afterwards the said James Graham, the defendant, came upon and removed the said Jacob Dubois from the said premises, and whereupon this deponent did, on the day and year aforesaid, deliver to the said defendant, James Graham, who still continued upon the said premises, a true copy of the declaration of ejectment hereunto annexed, and read and explained the same to him upon the said premises.

JAMES CUMMINGS, *Deputy Marshal.*

Sworn and subscribed, this 30th day of September, A. D. 1830, before me,

JOHN CUMMINGS.

OCTOBER 4, 1831.

"Court direct the name of James Graham to be struck out of the declaration, and that of Andrew D. Hepburn inserted."

J. ARMSTRONG, *Clk.*

[*Endorsement.*]

JACOB DUBOIS, *a citizen of the State of New York,*
vs.
JAMES GRAHAM, *a citizen of the State of Pennsylvania, with notice to A. D. Hepburn.*

No. 3. October term, 1830.
Declaration in ejectment.

Filed October 4, 1830.
Served by copy, September 23, 1830. So answers
JAMES CUMMINGS, *D. M.*
JNO. M. DAVIS, *M.*

Services, - - - - - - -	$2 00
Mileage, - - - - - - -	1 80
Copy, - - - - - - - -	50
	$4 30

[*Precipe for appearance.*]

SAME, vs. SAME. In the United States district court for the western district of Pennsylvania, at Williamsport, of October term, 1830. No. 3. Ejectment.

The defendant comes and files his appearance by his attorneys in this cause, reserving all exceptions to the writ, &c.

R. C. GRIER *and*
A. V. PARSONS,
Attorneys for the defendant,
A. D. HEPBURN.

To JAMES ARMSTRONG, Esq.,
Clerk of the United States Court for said district.
October 4, 1830.

[*Endorsement.*]

JACOB DUBOIS, *a citizen of New York,*
vs.
JAMES GRAHAM, *a citizen of Pennsylvania, with notice to A. D. Hepburn.*

No. 3. October term, 1830.
Precipe for appearance.

Filed October 4, 1830.—Parsons.

[*Defendant's plea.*]

JACOB DUBOIS, *a citizen of the State of New York, lessee of Oliver S. Wolcott, a citizen of the State of Connecticut,*
vs.
JAMES GRAHAM, *a citizen of the State of Pennsylvania, with notice to Andrew D. Hepburn, a citizen of Pennsylvania.*

In the United States Court for the western district of Pennsylvania, of October term, 1830. No. 3.

UNITED STATES, *ss:*

And the said Andrew D. Hepburn, by R. C. Grier, and A. V. Parsons, his attorneys, come and defends the force and injury, when, &c., and says that he is not guilty of the said supposed trespass and ejectment above laid to his charge, or of any part thereof, in manner and form as the said Jacob Dubois hath above thereof complained against him, and of this he, the said Andrew D. Hepburn, puts himself upon the country for trial.

R. C. GRIER,
A. V. PARSONS,
Attorneys for defendant.

October 7, 1830.

[*Endorsement.*]

JACOB DUBOIS, &c., &c., vs. JAMES GRAHAM, *with notice to Andrew D. Hepburn.*	Defendant's plea, not guilty. No. 3. October term, 1830.

Filed October 7, 1830.—Parsons, Grier.

[*Recognizance, &c.*]

JACOB DUBOIS, *a citizen of New York, &c.* vs. JAMES GRAHAM, *with notice to A. D. Hepburn, a citizen of Pennsylvania.*	In the district court of the United States for the western district of Pennsylvania, of October term, 1830. No. 3.

LYCOMING COUNTY, *ss:*

We and either of us, jointly and severally, undertake that if the plaintiff shall be condemned in the costs of this action, he shall satisfy the costs and condemnation, or we will do it for him.

Witness our hands and seals this day.

WM. WILSON. [SEAL.]
DANIEL GRAFIUS. [SEAL.]

Taken and acknowleged before me, this 3d day of February, 1831.

JAMES ARMSTRONG, *Clerk.*

[*Endorsement.*]

JACOB DUBOIS, *a citizen, &c.*, vs. JAMES GRAHAM, *a citizen, &c.* } No. 3. October term, 1830. Recognizance of W. Wilson and Daniel Grafius, as security for costs.

Filed February 3, 1830.

[*Further plea, &c.*]

JAMES GRAHAM, *a citizen of the State of Pennsylvania, with notice to Andrew D. Hepburn,* adsm. JACOB DUBOIS, *a citizen of the State of New York, lessee of Oliver S. Wolcott, a citizen of the State of Connecticut.* } In the district court of the United States for the western district of Pennsylvania, of October term, 1830. No. 3.

UNITED STATES, *ss:*

And the said Andrew D. Hepburn, the real party defendant in interest, in his own proper person, comes and defends the wrong and injury, when, &c.; and for a further plea in this behalf by leave of the court for this purpose first had and obtained, according to the form the statute in such case made and provided, and says, that this court ought not to take further cognizance of the action aforesaid, because he saith that the said Oliver S. Wolcott, the lessee of the plaintiff, and the real party plaintiff, *was* and for a long time previous to and at the *time* of the commencement of the suit, to wit, on the 4th day of October, in the year of our Lord one thousand eight hundred and thirty, a resident and a citizen of the of the State of Pennsylvania, and not a citizen or resident of the State of Connecticut; and so the said Andrew D. Hepburn saith that the court here ought not further to take cognizance of or sustain the action aforesaid, because he says if any cause of action accrued to the plaintiff—accrued to him in the State of Pennsylvania, and is within the jurisdiction of the court of common pleas of said State, and *not* within the jurisdiction of this court, and this he is ready to verify.

Wherefore, he prays judgment whether this court will take further cognizance of the action aforesaid, and also for his costs.

LYCOMING COUNTY, *ss:*

Personally came before me, the subscriber, one of the justices of the peace in and for said county, the above named Andrew D. Hepburn, the defendant in this cause, who, on his solemn affirmation, doth say that the foregoing plea is true in substance and in fact, to to best of his knowledge and belief; and further saith not.

A. D. HEPBURN.

Sworn and subscribed before me, the 8th day of June, 1831.

P. VANDERBELT.

[*Endorsement.*]

A. D. HEPBURN, &c., *vs.* OLIVER WOLCOTT, &c., } No. 3. October term, 1830. Further plea in bar and to the jurisdiction.
Filed June 8, 1831.

[*Replication to defendant's plea, &c.*]

JACOB DUBOIS, *a citizen of the State of New York, lessee of Oliver S. Wolcott, a citizen of the State of Connecticut,* vs. JAMES GRAHAM, *a citizen of the State of Pennsylvania, with notice to Andrew Hepburn.* } In the district court of the United States for the western district of Pennsylvania. October term, 1830. No. 3.

[*Replication.*]

WESTERN DISTRICT OF PENNSYLVANIA, *ss:*

And the said Jacob Dubois, lessee of Oliver S. Wolcott, &c., as to the said plea of the said Andrew D. Hepburn, by him secondly above pleaded, saith that this court, by reason of any thing by the said Andrew D. Hepburn in that plea alleged, ought not to be ousted of their jurisdiction, because he saith that the said Oliver S. Wolcott "*was not* for a long time previous to and at the time of the commencement of this suit, to wit, on the 4th day of October, in the year of our Lord one thousand eight hundred and thirty, a citizen of the State of Pennsylvania, and *was* a citizen of the State of Connecticut," and that the action aforesaid accrued to the said plaintiff within the jurisdiction of this court; and this he, the said Jacob Dubois, lessee of Oliver S. Wolcott, prays may be inquired of by the country.

J. B. ANTHONY, *Attorney for Pl'ff.*

And the said Andrew D. Hepburn, by A. V. Parsons, his attorney, doth the like.

A. V. PARSONS, *Plaintiff's Attorney.*

July 25, 1831.

[*Endorsement.*]

OLIVER S. WOLCOTT, *vs.* A. D. HEPBURN. } No. 3. October term, 1830. Replication to defendant's plea to the jurisdiction.
Filed June 20, 1831.

[*Rejoinder.*]

SAME, *vs.* SAME. } In the district court of the United States for the western district of Pennsylvania. October term, 1830. No. 3.

[*Rejoinder.*]

WESTERN DISTRICT OF PENNSYLVANIA, *ss:*

And the said Andrew D. Hepburn to the replication of the said plaintiff, second by him above pleaded, says, that that the said Oliver

S. Wolcott was a citizen of the State of Pennsylvania on the said 4th day of October, A. D. 1830, *and was* not a citizen of the State of Connecticut; and this the said Andrew D. Hepburn doth *likewise* pray may be inquired of by the country.

A. V. PARSONS,
Attorney for defendant.

July 25, 1831.

[*Endorsement.*]

OLIVER WOLCOTT, &c., *vs.* A. D. HEPBURN. Filed July 25, 1831. } Rejoinder. No. 3. October term, 1830.

[*Rule for trial, &c.*]

SAME, *vs.* SAME. } In the district court of the United States for the western district of Pennsylvania, of October term, 1830. No. 3. Ejectment nar. filed, and pleas put in.

The defendant, by his attorney, enters a rule in the above cause for trial at the next term of said court, and requests the clerk to put it on the issue list, as notice of trial at said term has been given.

A. V. PARSONS,
Attorney for defendant.

To JAMES ARMSTRONG, Esq., *Clerk of the U. S. District Court for the western district of Pennsylvania.*

July 25, 1831.

[*Endorsement.*]

OLIVER WOLCOTT, &c., *vs.* A. D. HEPBURN. } No. 3. Oct. term, 1830. Rule for trial, &c.

Filed July 25, 1831.

[*Defendant's points and answers at June term*, 1832.]

O. WOLCOTT, *vs.* A. D. HEPBURN. } In the United States district court—the counsel for the defendant respectfully requests the court to charge the jury,

1. That if the jury believe, from the evidence, that Oliver S. Wolcott left the State of Connecticut in the fall of 1829, and has remained absent without the intention of returning to it as a place of residence, that he had no domicil in the State of Connecticut at the time of bringing suit, and therefore the court has no jurisdiction.

2. That if the jury believe, from the testimony of Jesse Conard, and others, that Oliver S. Wolcott, lessee of the plaintiff, was a citizen and domiciled in the State of Pennsylvania, on the 23d of September, 1830, when this suit was brought, this court has no jurisdiction.

3. That defendants have showed a complete title to the land in dispute, by the sale for taxes, by the laws of Pennsylvania, unless the plaintiff can bring himself within the exceptions of the statute,

viz: either that the lands were seated when the taxes were assessed, or that the taxes for which it was sold had been paid before the sale, or that the owner or owners have made an offer, or legal tender, to the treasurer of the county, within two years from the sale.

4. That, to defeat the estate of the purchaser at treasury sale, there must be a payment of taxes, costs, &c., as required by the statute, or a tender or a tender of the same to the treasurer, by the *owner*, or some person *authorized* by him, and that authority must be disclosed when the offer of redemption is made.

5. That if the jury believe Robert Quay had no authority from Jacob Fox, the owner of the land, to redeem the same, that his offer to redeem cannot affect the title of the defendant.

6. That if the jury believe that Robert Quay made the offer to redeem under a mistaken supposition that he was the owner of the land, or had an interest therein, and when he had discovered his mistake, declined any further act, that his offer to redeem cannot affect the title of defendant.

7. That if the jury believe that Robert Quay volunteered to tender a redemption of the land in question, for the purpose of getting it into his own hand, and of cutting the timber, as declared by Jacob Fox, the owner, without any authority from said Fox, it is not such an offer to redeem as is required by the act of assembly.

8. That if the jury believe the testimony that Jacob Fox, the owner of the land, before the offer to redeem by Quay, was informed of the sale, requested to pay the taxes, and redeem the land, and refused to do so; that if he denied the authority or right of Quay to act as his agent, and disavowed his acts after he had interfered, that he is stopped from setting up the act of Quay against the defendant.

9. That if a stranger offers the redemption-money for a tract of land, so sold, and the treasurer is informed by the *real owner* that such stranger has no authority over the land, both before and after the offer, that act is void, and the treasurer would not be justified in accepting the money.

F. C. CAMPBELL,
A. V. PARSONS,
Att'ys for defendant.

June 8, 1832.

Answers have been given to all the foregoing points in the charge, except the

2d. If it should appear, from the testimony, that Oliver S. Wolcott, lessee of the said plaintiff, was a citizen and domiciled in the State of Pennsylvania, on the 25th of September, 1830, when this suit was brought, this court has no jurisdiction.

[*Plaintiff's points.*]

WOLCOTT'S LESSEE, *vs.* HEPBURN. } The court is most respectfully requested to instruct the jury,

1. That under the act directing the mode of selling unseated lands for taxes, and its several amendments and supplements, any person may legally pay the taxes due on such lands.

2. That any person who may legally pay such taxes, may legally redeem such lands sold for taxes, within the time specified in the said acts.

3. That any person has a right to redeem such lands, so sold, by a payment of the taxes, costs, and per centage, within the time named in the said acts.

4. That any person having, or believing himself to have, an interest in the lands so sold, has a right to redeem the same within the period mentioned in the said acts.

5. That any person connected by blood or by title with the owner, or supposed owner of the lands so sold, has a right to redeem the same.

6. That any person having the charge of such lands from the owner, during his life, after his decease intestate, and without a countermand of such charge, has a right to redeem such lands so sold.

7. That the treasurer under the said acts is an officer ministerial, and not judicial; and that he is bound to receive, under the above acts, the redemption-money for the lands so sold, under the facts severally above set forth.

8. That the treasurer has no authority to decide in whom the title or ownership of such lands, so sold, and offered to be redeemed, is vested.

9. That the refusal of the said treasurer to receive the redemption-money for lands so sold, is equivalent to, and dispenses with, a tender of the same.

Presented to the court before the counsel for the defendant addressed them, by

BENJ. TILGHMAN, } *Counsellors for*
J. B. ANTHONY, } *plaintiff.*

June 8, 1832, 3 P. M.

10. That if the plaintiff, Oliver S. Wolcott, and the defendant, Andrew D. Hepburn, were citizens of *different States* at the time of the action brought, that is to say, that A. D. Hepburn, the defendant, was a citizen of Pennsylvania, and Oliver S. Wolcott was a citizen either of Connecticut or of any other State of the United States, the jurisdiction of this court attached; and that such jurisdiction was not divested by any change of citizenship or domicil by the said Oliver S. Wolcott, after the institution of this suit.

11. That a citizen of the United States, born in the State of Connecticut, who resided until his marriage and settled there upon his marriage, gained thereby a citizenship and domicil, by origin, which is not divested or changed unless there be proved a citizenship and domicil acquired by the said Oliver S. Wolcott elsewhere, in some other State or jurisdiction.

BENJ. TILGHMAN, } *for plaintiff.*
J. B. ANTHONY, }

June 8th, 1832.

Endorsed, filed June 9, 1832.

[*Answers to plaintiff's points.*]

WOLCOTT'S LESSEE, vs. A. D. HEPBURN. } District court, Williamsport, June session, 1832. Answers to points made by plaintiff.

1. The court admit that the law is as here stated. Any person may legally pay the taxes assessed on unseated lands, under the several acts of assembly of this commonwealth, directing the mode of selling unseated lands for taxes.

2, 3. But no one has a right to redeem such land so sold, but the owner or owners, his, her, or their agent or attorney.

4. Any person having an interest in the lands so sold, has a right to redeem the same, within the period named in the said act; but the mere opinion of having an interest does not give such a right, if it should turn out that no such interest existed.

5. Any person connected by title with the owner, or supposed owner, of the land so sold, has a right to redeem the same; but the right does not exist in a relation by blood, because of that relationship.

6. The decease of a person intestate, being the owner of such land, is a revocation of the authority of one who had the charge of them from the deceased, and he could not therefore legally redeem them, if so sold under the revoked power.

7, 8. It is true that the treasurer, under the acts referred to, is a ministerial, and not a judicial officer; but the said acts did not bind him to receive the redemption-money for the lands so sold, under the facts severally above set forth. The decision of the county treasurer cannot affect the legal rights, either of the owner or the purchaser; and he has no authority to determine in whom the title or ownership of such lands, so sold and offered to be redeemed, is vested.

9. If lands are so sold, and a county treasurer refuses to receive the redemption-money, it is not necessary to make an actual tender of it to him.

10, 11. Both these positions are admitted to be the law.

Filed June 9, 1832.

[*Defendant's points and answers at June term*, 1833.]

WOLCOTT vs. HEPBURN. } The counsel for the defendant respectfully request the court to charge the jury,

1. That if, from the testimony disclosed, they believe that Oliver S. Wolcott was not a citizen of the State of Connecticut on the 22d September, 1830, but had lost his domicil there, the plaintiff cannot recover.

2. That from the testimony disclosed, the taxes for which the land was sold were assessed; and that the deed from the treasurer to the defendant, on *the face of it*, vests in him a complete title to the land in controversy.

3. That under the fourth section of the act of the 13th March, 1815, where lands have been sold for taxes, none but the owner, or his agent, duly authorized, can redeem the land; and any offer made by a stranger, and without authority from the owner to redeem lands so sold, would not affect the title of the purchaser at treasurer's sale.

4. That if the jury believe the testimony of Joseph F. Quay, of Robert Quay, sen., and Robert Quay, jr., they were, neither of them, the agents of Jacob Fox, under whom the plaintiff claims, when Robert Quay, jr., called upon Wm. Harris, the treasurer, in May, 1828, to attempt to redeem the tract of land in dispute: therefore plaintiff cannot recover.

5. That if the jury believe the testimony of Wm. Harris, and what he has testified to in relation to the declarations of Jacob Fox, when he saw him in Philadelphia, in March, 1828, and in Williamsport, October, 1828, neither of said Quays were the agent of Jacob Fox, nor can the plaintiff set up their acts now to defeat the defendant's title.

6. That if the jury believe that the Quays made the offer to redeem through Robert Quay, jr., for their own benefit, all the acts of Robert Quay, jr., in relation to the redemption are void, as it regards the present defendant, and does not destroy his treasurer's title.

7. That if the jury believe that Robert Quay made the offer to redeem under a mistaken supposition that he was the owner, or had an interest therein, and when he discovered the mistake, disclaimed any further act, such offer to redeem cannot affect the title of the defendant, as a purchaser at treasurer's sale.

A. V. PARSONS,
F. C. CAMPBELL,
Attorneys for defendant.

June 7, 1833.

Answers have been given to the second and third points in the charge; to the first it is answered,

That if it should appear from the testimony that Oliver S. Wolcott, lessee of the plaintiff, was a citizen, and domiciled in the State of Pennsylvania, on the 25th of September, 1830, when this suit was brought, this court has no jurisdiction, and the plaintiff cannot recover.

The remaining points of the defendant are for the consideration of the jury.

Filed June 8, 1833.

[*Plaintiff's points and answers.*]

WOLCOTT'S LESSEE, *vs.* HEPBURN. } The court is most respectfully requested to instruct the jury,

1. That under the act directing the mode of selling unseated lands for taxes, and its several amendments and supplements, any person may legally pay the taxes due on such lands.

2. That any man who may legally pay such taxes, may legally redeem lands sold for taxes, within the time specified in said acts.

3. That any person has a right to redeem such lands so sold, by a payment of the tax, costs, and per centage, within the time named in the said acts.

4. That any person having, or believing himself to have, an interest the land so sold, has a right to redeem the same, within the period named in the said act.

5. That any person connected by blood, or by title, with the owner, or supposed owner, of the lands so sold, has a right to redeem the same.

6. That any person having the charge of such lands from the owner, during his life, after his decease intestate, and without a countermand of such charge, has a right to redeem such lands so sold.

7. That the treasurer, under the said acts, is an officer ministerial, and not judicial; and that he is bound to receive, under the above acts, the redemption-money for the lands so sold, under the facts severally above set forth.

8. That the treasurer has no authority to decide in whom the title or ownership of such lands, so sold and offered to be redeemed, is vested.

9. That the refusal of said treasurer to receive the redemption-money for lands so sold, is equivalent to, and dispenses with, a tender of the same.

10. That if the plaintiff, Oliver S. Wolcott, and the defendant, Andrew D. Hepburn, were citizens of different States at the time of the action brought, that is to say, that A. D. Hepburn was a citizen of Pennsylvania, and Oliver S. Wolcott was a citizen either of Connecticut or of any other State of the United States, the jurisdiction of this court attached, and that such jurisdiction was not divested by any change of citizenship or domicil by the said Oliver S. Wolcott after the institution of this suit.

11. That a citizen of the United States, born in the State of Connecticut, who resided until his marriage, and settled there upon his marriage, gained thereby a citizenship and domicil by his origin, which is not divested or changed unless there be proved a citizenship and domicil acquired by the said Oliver S. Wolcott elsewhere, in some other State or jurisdiction.

12. That any person holding an interest in land as tenant in common, on which taxes have been previously assessed and are unpaid, has a right to redeem the said land from a sale for said taxes, within two years thereafter, although he has been divested of his interest in said land by a partition after said assessment, and before the sale for taxes.

BENJ. TILGHMAN,
J. B. ANTHONY,
Attorneys for plaintiff.

June 8, 1833.

WOLCOTT'S LESSEE, vs. A. D. HEPBURN. } Dt. Ct. Williamsport, June session, 1833. Answers to points made by plaintiff.

1. The law is as here stated. Any person may legally pay the taxes assessed on unseated lands, under the several acts of assembly of this commonwealth, directing the mode of selling unseated lands for taxes.

2, 3. But no one has a right to redeem such land so sold, but the owner or owners, his, her, or their, agent or attorney.

4. Any person having an interest in lands so sold, has a right to redeem the same, within the period named in the said act; but a mere opinion, without right of having an interest, confers no power to redeem.

5. Any person connected by title with the owner or supposed owner of the land so sold has a right to redeem the same; but the right does not exist in a relation by blood because of that relationship.

6. The decease of a person intestate, being the owner of such lands, is a revocation of the authority of one who had the charge of them from the deceased; yet, under some circumstances, he may redeem lands so sold, which were under his charge, notwithstanding the decease of the owner intestate: but where the owner was of full age, and had actual notice, as in this case, from the county treasurer, of the sale of the land for taxes, and of the name of the purchaser, and of the time within which he had power to redeem, and disavows any agency, and declares he will *incur* all *risques*, the interference of another person to redeem, not asserting any authority from the owner to do so, would not affect the title of the purchaser of land so sold.

7, 8. It is true that the treasurer, under the acts referred to, is a ministerial, and not a judicial *officer:* but the said acts did not bind him to receive the redemption-money for the lands so sold, under the facts severally above set forth. The decision of the county treasurer cannot affect the legal rights either of the owner or purchaser; and he had no authority to determine in whom the title or ownership of such lands, so sold and offered to be redeemed, is vested. But, before he receives the redemption-money, it is his duty to satisfy himself that the person tendering it is either owner or agent, or attorney for the owner.

9. If lands are so sold, and a county treasurer refuses to receive the redemption-money from a person duly authorized to tender it, it is not necessary to make an actual tender of it.

10, 11. In substance, these instructions have already been given to the jury; but—but I repeat them in the language of the plaintiff's counsel.

12. The court instruct you on this point, as requested by the plaintiff's counsel. Its application, however, to the cause before you, must be tested by the facts connected with it, and given in evidence. The county tax, for which, in part, the land in question was sold, was assessed from the 26th of March, 1825, the date of the deed of partition to which Robert Quay is a party. But it appears,

from the certificate of the supervisor of roads, that the assessment for the road tax on the land in dispute was made the 22d of April, 1825, and filed in the proper office the third of May following, after Robert Quay and wife had parted with all their interest in the land. And by the act of assembly for the sale of unseated lands for taxes, unseated lands may be sold for *any part* of the taxes due; this land being, therefore, sold for that arrearage of tax, as well as for the assessment made before the execution of the deed of partition, Robert Quay would have no legal right, derived from his having been once a part owner of it, to tender *all* the taxes due for the purpose of redemption.

Filed June 8, 1833.

JACOB DUBOIS, *a citizen of New York, &c.*—Anthony.
vs.
JAMES GRAHAM, *with notice to Andrew D. Hepburn.*—Parsons.

In the district court of the United States for the western district of Pennsylvania, of October term, 1830. No. 3. Ejectment, &c.

And now, to wit, February 4, 1831, plaintiff's attorney enters a rule to take depositions on the part of the plaintiff, under the rules of the court.

Certified from the record of said court. In testimony where-
[SEAL.] of I have hereunto set my hand and seal of office, at Williamsport, this 4th day of February, 1831.

JAMES ARMSTRONG, *Clerk.*

SIR: Take notice, that in pursuance of the above rule, the depositions of witnesses to be read in evidence on the trial of this cause will be taken on the part of the plaintiff at the dwelling of Robert Quay, Esquire, in the township of Dunstable, in the county of Lycoming, and State of Pennsylvania, on the 17th day of February, A. D. 1831, between the hours of twelve o'clock at noon and nine o'clock in the evening of said day, when and where you will please to attend.

J. B. ANTHONY, *Attorney for plaintiff.*

To A. D. HEPBURN, Esq., defendant, and
A. V. PARSONS, Esq., his attorney.

February 4, 1831.

LYCOMING COUNTY, *ss:*

J. B. Anthony, on his solemn oath, deposeth and saith, that he served a copy of the within rule and notice personally, on Andrew D. Hepburn, within named, and also on his attorney, A. V. Parsons, Esq., this day, and left the said copy with the said A. D. Hepburn, and also a copy with A. V. Parsons, Esq., his attorney in the within suit.

J. B. ANTHONY.

Sworn and subscribed before me, this 4th day of February, 1831.

JAMES ARMSTRONG, *Clerk.*

JACOB DUBOIS, *a citizen of New York, &c.*
vs.
JAMES GRAHAM, *with notice to Andrew D. Hepburn, a citizen of Pennsylvania.*

In the district court of the United States for the western district of Pennsylvania, of October term, A. D. 1830. No. 3. Ejectment, &c.

In pursuance of the rule of the said district court, hereto annexed, on the 17th day of February, A. D. 1831, at the dwelling of Robert Quay, Esquire, in the township of Dunstable, in the county of Lycoming and State of Pennsylvania, between the hours of 12 o'clock at noon, and nine o'clock in the evening of said ( ) the deposition of said Robert Quay, Esq., he being first duly sworn according to law, is taken as follows, before me the subscriber, the prothonotary of the court of common pleas of Lycoming county aforesaid.

I understand the tract of land in dispute to be the one that Mr. Hepburn's coal is in. A paper marked A, Feb. 17, 1831, Prout. This paper my son brought from the office, and I believe is in his handwriting, but of this I am not fully certain; he told me he took it from the records. I think the tract in dispute is in this paper, to wit, No. 5615, warrantee, Joseph Fearon, 254 acres, tax $1 90, sold to A. D. Hepburn. After I had learnt that Mr. Hepburn had bought the said tract of land at treasurer's sale, I *considered myself in duty bound, from the advice of Joseph Fearon, advising me to come here, stating that I should make them my own some day*, I then advised my son to take the money and go to Williamsport, and get Robert Fleming to go with him to the treasurer of Lycoming county: I told him that Mr. Fleming would understand better how to transact business than he would; I told him to go and pay off the debt, interest and costs, and redeem the property back again. When he came back, he told me he had followed my directions, and got Mr. Fleming to go with him to the treasurer; he said he proposed it to the treasurer to pay the money and redeem the land; the treasurer told him that he would not take the money, without the approbation of Mr. Hepburn. He, Mr. Fleming, went to Mr. Hepburn, so my son told me, and told Mr. Hepburn that they came to redeem the land; he said Mr. Hepburn refused to take the money, and said he would not give it up; my son said, Mr. Hepburn told him there was an understanding between him and the owner of the land, that he was to have it by some contract; Mr. Fleming then told him there was no use in going any further into it, but to bring a writ of ejectment. I think the two years would have expired in June, and this was at the May court that I sent my son. Some time after this, in private conversation between Mr. Hepburn and me, concerning this said tract of land, Mr. Hepburn told me that he related to Mr. Fox, the owner of this land, that my son had been with him to redeem it. Mr. Fox made this reply to him: that the rascal wished to redeem it for the purpose of taking the timber off of the land. I made no further inquiry about it; this is all that I at present recollect.

Question by plaintiff's counsel. 1. Did Mr. Hepburn or not, after

the treasury sale of the tract of land in question, apply to you to purchase it; and if yes, what was said upon that occasion?

Answer. I do not recollect whether it was before or after the treasury sales. I was in Williamsport, and Mr. Hepburn and myself got to talking about the said tract of land. Mr. Hepburn said he would wish to purchase it from me if he could get it at a fair price, and told me what he would be willing to give me per acre, but I do not recollect the sum he offered me; but at any rate I did not feel myself authorized to sell to any one, because it was an undivided property, and I considered that it would not be right for me to make a contract ( ) Mr. Hepburn: for by that means I might put him and myself both into difficulty; it being the impression in my mind that the property had not been divided at that time. I did not know to which of the heirs it would fall to.

Question do. 2. Did Mr. Hepburn or not, request you not to say any thing of your offer aforesaid, to redeem the said tract?

Answer. I told Mr. Hepburn that I did not wish to have any thing more to say, that it was out of my hands. Mr. Hepburn made this reply, that he did not wish me to communicate any thing of my knowledge of the affair; the impression in my mind was, that Mr. Hepburn did not wish me to have any trouble. I have had a great deal of trouble about this land, and did not wish to have any more.

Question by do. 3. At what time were you informed of the division of the tract of land belonging to the estate of Joseph Fearon, in Lycoming county, and whether at that time you were informed or not to whom the tract of land, the subject of this suit fell, in the division?

Answer. It was the year 1825 that the deed of partition was put into my hands, but, at what time, I cannot say, as appears by record of the deed in deed book 2, page 575, in the recorder's office of Lycoming county, certificate of recorder dated September 12, 1825. It was a good while after that event before I reached the knowledge to whom the different tracts belonged.

Question by do. 4. Did you or did you not know, at the time you sent your son to redeem the land, to which of the heirs this tract belonged?

Answer. I do not recollect that I knew to which of the heirs it belonged; I think that I knew that it belonged to the opposite heirs, but I did not know to what particular one.

Question by do. 5. Did you act or not, as the agent of the heirs of Joseph Fearon, and were you one of the said heirs?

Answer. I never was employed by any of the heirs to do business for them, excepting to attend to some lawsuits. I considered that I had no right to look after these lands, when my brother-in-law in Philadelphia, James Fearon, was an administrator of the real and personal estate of Joseph Fearon, that he had a right under the tenor of his oath to attend to these matters, and not let the lands be sold, having the money in his hands to do it; but, when I found that he had not done it, I considered myself in duty bound as one of the heirs of the estate to redeem the land, if sold at treasurer's sale, considering that if these lands fell into the hands of the other heirs, that they

would certainly compensate me for my trouble, and the expenses. I was one of the heirs.

Question by do. 6. Did you or not send your son as your agent, to redeem the land?

Answer. I did—and whatever he would have done with Mr. Hepburn, I would have assented to.

Question by defendant's counsel. 1. When did Joseph Fearon, the former owner of the land, die?

Answer. In the spring of the year 1810.

Question by do. 2. Had you any authority from the heirs of Joseph Fearon, Abel Fearon, or William Fearon, to redeem the land in dispute?

Answer. Not any.

Question by do. 3. Had you any authority from Jacob Fox, to redeem the land in question?

Answer. Not any—I did not know the man.

Question by do. Did you ever have any communication with Jacob Fox, by letter or otherwise?

Answer. Not any, in any shape or form.

Question by do. 4. At the time you sent your son to redeem the land, did you know that Jacob Fox was one of the heirs of Fearon's estate?

Answer. That I cannot recollect.

Question by do. Had you paid the taxes on the tract in dispute, or on any of the tracts of unseated lands, since the death of Joseph Fearon, belonging to said estate?

Answer. I did not.

Question by do. 6. Did you ever pay the taxes on Joseph Fearon's, without a special order from him?

Answer. I have paid the taxes with a special order, and I have paid them without such order, during his lifetime.

Question by do. 7. Did you know who the real owner of the tract in dispute was, at the time you sent your son to redeem it?

Answer. I do not recollect whether I did or not—I knew that it belonged to the opposite heirs. I wished to make myself the owner of the land, by some fair means, for the purpose of getting timber for my mill—we did not know then that there was coal on it.

8. Did your son, Robert Quay, Jr., cut house-logs on the tract of land in dispute, by your direction?

Answer. I think not by my direction, but believe he did cut some of his own accord; I think this was before I sent him to redeem the land, but when Mr. Hepburn refused to give up the land, he never took a stick away.

Question by do. 9. Did you suppose at the time you sent your son to redeem the tract in question, that it was the property of the heirs of William Fearon?

Answer. This I do not recollect only so far: I knew it belonged to some of the heirs—it appears to me that I knew that it belonged to some of the opposite heirs, but of that I am not certain.

Question by do. 10. Would you have sent him to redeem it, if you had really known that it belonged to the heirs of Abel Fearon?

Answer. I think I would, upon this account, that Joseph Fearon, in his lifetime, allowed me to have the use of this property, for my my mill; that I thought I could make it my own by some fair and honest means, if it should fall into the hands of the other heirs. I thought as Joseph Fearon, in his lifetime, had allowed me to have it, that I considered that I had the best right to it; but I knew that I could not get it if it fell into the hands of the other heirs, without their consent, but still I thought in their goodness they would give me the land, by making them compensation for it: the fact is, I expected to give them other lands in exchange for it.

Question by do. 11. How was you an heir of Joseph Fearon, deceased?

Answer. By right of my wife, the daughter of William Fearon, who was the brother of Joseph Fearon, and who died without any children.

Question by do. 12. How many brothers and sisters did Joseph Fearon leave?

Answer. Two; Abel and William Fearon.

Question by do. 13. Why did you not offer to redeem all the tracts that belonged to the Fearon estate, that had been sold for taxes, at the time you offered to redeem the tract in dispute, if you thought it your duty to redeem any?

Answer. I did not know where to hunt the purchasers, or where their place of residence was; if I had, I certainly would have sent to them and redeemed them, if money would have done it. I considered it of great importance to us, the heirs, that it should have been done.

Question by do. 14. Did the other tracts belong to the heirs of Wm. Fearon?

Answer. I think they did; I am sure two of them did.

Question by do. 15. Was it as early as 1826 that you had the information of the division of the Fearon estate before spoken of, between the heirs of Abel and William?

Answer. I think I had a knowledge of the division between the two brothers, heirs, as early as that time; it was some length of time after I knew of the division, before I reached the knowledge of who owned the different tracts.

Question by do. 16. Was it not as early as October, 1825, that you knew of said division?

Answer. I cannot say; it probably was.

Question by do. 17. At the time you sent your son to redeem the land as above mentioned, had you by right of your wife any interest in the tract of land now claimed by Mr. Hepburn?

Answer. Not any, from the time of the division between the heirs of Abel and William Fearon.

ROBT. QUAY.

Taken, sworn and subscribed, before me, the said prothonotary, as aforesaid.

J. WOOD, *Pro.*

Filed 19th February, 1831.

UNITED STATES, *Western District of Pennsylvania*, sct.

JACOB DUBOIS, *a citizen of the State of New York, lessee of Oliver S. Wolcott, a citizen of the State of Connecticut.* Anthony.
vs.
ANDREW D. HEPBURN, *a citizen of Pennsylvania.*—Camp. Parsons.

In the district court of the United States for the western district of Pennsylvania, at Williamsport. Ejectment to October term, 1830. No. 3. Nar. filed Oct. 4, 1830, &c.

And now to wit, Oct. 5, 1830, on mo. of Mr. Parsons, Dr. Asher Davidson is appointed commissioner, and a rule is granted to take depositions on part of deft. on ten days' notice.

[SEAL.] Certified from the record of said suit, at Williamsport, the 17th day of May, 1832. In testimony whereof I have hereunto set my hand and the seal of the said court, the day and year aforesaid.

JAMES ARMSTRONG, *Clerk.*

SIR: Take notice that in pursuance of the above rule, the depositions of Robert Quay, Esq., and others, will be taken at the dwelling-house of said Robert Quay, Esq., situate in Dunstable township, and county of Lycoming, on Thursday, the thirty-first day of the present month, (May,) between the hours of ten o'clock in the forenoon and four o'clock in the afternoon of said day, to be read in evidence on the trial of the above cause, at which time and place you may attend if you see proper.

F. C. CAMPBELL, *Att'y. for def't.*

To OLIVER S. WOLCOTT, &c., *the plaintiff.*
May 17, 1832.

To the honorable district court of the United States for the western district of Pennsylvania.

The execution of the within commission appears by the deposition hereunto annexed.

ASHER DAVIDSON.

JACOB DUBOIS, *a citizen of the State of New York,*
vs.
JAMES GRAHAM, *with notice to Andrew D. Hepburn, a citizen of Pennsylvania.*

In the district court of the United States for the western district of Pennsylvania, of October term, 1830. No. 3.

In pursuance of the rule of the said district court hereunto annexed, on the 31st day of May, A. D. 1832, at the dwelling of Robert Quay, Esq., in the township of Dunstable, in the county of Lycoming, and State of Pennsylvania, between the hours of ten o'clock and four o'clock of said day, the deposition of the said Robert Quay,

Esq., he being first duly sworn according to law, is taken before me, Asher Davidson, a commissioner appointed in the annexed rule, as follows:

I understand the dispute is about a tract of land lying above Lick run, now occupied by the McDonnells as a coal mine.

Question. 1. After the tract of land in dispute was sold by the treasurer of Lycoming county for taxes, to whom did you send your son Robert to redeem them?

Answer. I gave him money, and told him to go to Mr. Hepburn and redeem the land now in dispute. Before he started away I told him to get Robert Fleming to go along with him; I told him he had been an old clerk in the commissioners' office, and I thought Fleming understood how it should be done better than my son or myself; my impression at the time was, that it should be got back from the purchaser; and whatever contract Robert would have made with Mr. Hepburn, I would have agreed to; and I wrote a line by him to Mr. Hepburn, to that effect. I deputed my son to transact the business in my behalf; my directions to him were to go to Mr. Hepburn; whether I mentioned any thing relative to Mr. Hepburn in the paper, I do not recollect, but my instructions were for him to call on Mr. Hepburn with the papers. When he came back he told me he had obeyed my orders, had called on Mr. Fleming, took him to the treasurer, and there offered to redeem the land at the treasurer's office. The treasurer said he would not take the money without the approbation of Mr. Hepburn; he said they then went to Mr. Hepburn, and Mr. Hepburn refused to give up the land in question, stating that the land belonged to a certain Fox, in Philadelphia; my son told me that when Fleming and him came out of Mr. Hepburn's, he asked Fleming what must be done; Fleming told him he could do nothing but take out a writ of ejectment.

Question. 2. What was your object in sending your son Robert to Williamsport, at the time referred to above?

Answer. In the first place, my uncle, Joseph Fearon, advised me to go into that region of country, and build a saw-mill, and I should have the benefit of those lands for the mill: when I understood the lands were sold for taxes, I immediately intended to try to redeem them, and I understood Mr. Hepburn was the purchaser; I understood that unless the land was redeemed within two years, it could not be redeemed at all; I understood that my son was to redeem it from Mr. Hepburn; I did not understand that my son was to go to the treasurer.

Question. 3. For whose benefit did you wish to redeem the land?

Answer. I intended to make it my own, by some fair and honest means.

Question. 4. Did you or did you not direct your son Robert to get a transfer of Mr. Hepburn's title to yourself, when you sent him to redeem it?

Answer. I directed Robert to get Mr. Fleming to go with him and have the thing correctly done. I expected to get something to show for the payment of the money, had it been redeemed. I do not recollect of any thing being said about a transfer of the title.

Question. Did you or not intend to redeem this land for the benefit of Jacob Fox?

Answer. I think I did not know that Jacob Fox was the owner of the land, or that there was such a man in the world.

Question 5. Did you or did you not attend to any lawsuit for the heirs of Joseph Fearon?

Answer. I attended only to one, and that was the tangus scootack property, which terminated in May, 1824.

Plaintiff's attorney cross-examined.—*Question* 1. Did you know at the time you sent your son to redeem those lands, that the county treasurer was authorized to receive the redemption-money?

Answer. I did not; I thought the purchaser was the one that had a right to receive the money, and no other person. I never had seen the act of assembly, but had understood it must be redeemed within two years.

Question 2. Were other lands of the Fearon estate sold at treasurer's sale; if so, were *the* redeemed or not?

Answer. There were two tracts sold, one of 77 acres, the other 441; they were not redeemed; the reason why they were not redeemed was, that I did not know who the purchasers were. If I had thought the treasurer had a right to receive the money, I would have redeemed them.

Question 3. When your son returned, did you approve of the course pursued by him?

Answer. I did approve of it, because, from his own conversation, he had done all I requested.

Question 4. Was it your object, or not, to redeem the lands from the treasurer's sale?

Answer. It certainly was, or I would not have sent him down.

Question 5. What was your reason for requesting him to call on Robert Fleming?

Answer. The reason was, that I wanted the business done correctly.

Question 6. Did you give your son any money to redeem the land?

Answer. I did; but how much I cannot not recollect. I thought I gave him enough to pay the debt, interest, and costs.

Question 7. What do you mean by authorizing your son to contract with Mr. Hepburn?

Answer. I allowed Mr. Hepburn was the proper person to receive the money, and I thought I could get the land from no other person.

Question 8. What do you recollect, on your son's returning from Williamsport, was said relative to Mr. Hepburn's conversation concerning a contract with the owner for the land?

Answer. I think my son did not mention that Mr. Hepburn had any contract with any person for the land, but said Mr. Hepburn related that he intended to try to get the land by giving other land in lieu of it, and that Mr. Hepburn said he would not give up the land.

Question 9. Had you any authority over these lands in the lifetime of Joseph Fearon?

Answer. I had all the privileges that a man could have, and they were never countermanded by any one till after the lands were sold at treasurer's sale.

Question 10. Did you exercise acts ownership over these lands; and if so, till what time?

Answer. I did, from 1803 till the time my son went to Mr. Hepburn to redeem them; and from that time I have had nothing to do with them.

Question 11. What acts of ownership did you exercise over this particular tract, No. 5615; and did you, or not, cut timber before the treasury sale, and by whose authority?

Answer. By the authority of Joseph Fearon, the owner, I cut timber on it, and did as I thought best with it; and if a neighbor cut a stick, he asked my liberty to do it.

Question 12. After the death of Joseph Fearon, was your authority continued or countermanded by the heirs?

Answer. It never was; I never paid any taxes after the death of Joseph Fearon; no person ever countermanded or continued my authority; we always depended on the administrator of Joseph Fearon to pay the taxes; there was none of the heirs ever complained of any thing I did on the land.

Question 13. Did the heirs know of your having charge of these lands?

Answer. William Fearon's heirs did know that I had charge of the land belonging to the estate of Joseph Fearon.

Question 14. When you sent your son to redeem this land, did you know to which branch of Joseph Fearon's heirs the land belonged?

Answer. I do not recollect whether I knew or not.

Question 15. Did not your son Joseph transact business for you respecting this land?

Answer. He did, and attended to the division of them.

Question 16. Had you any charge for superintending these lands; if so, who paid you, and when?

Answer. For my services all the heirs of William Fearon, and one of Abel Fearon's, viz: Joseph Fearon paid me; Christopher *Leanaw* and Jacob Fox, have not paid any thing; I sent the account of Jacob Fox by William P. Farraud, to Philadelphia, last summer, for services respecting these lands; Mr. Farraud told me he got nothing from him. These services were rendered between the years 1810 and 1824.

Question 17. Do you know of any other person having charge of these lands?

Answer. I do not.

Question 18. Was your son Robert living with you at the time you sent him to redeem these lands?

Answer. He was, and transacting business for me.

Question by defendant. Which set of heirs did the two tracts of land, 77 acres and 441 acres, referred to, belong?

Answer. They belonged to the heirs of William Fearon, deceased.

Question 2. Are you a party to the division of the estate of Joseph Fearon, deceased, between the heirs of William Fearon and Abel Fearon, and have you signed the deeds of partition?

Answer. I am, and have signed deeds of partition.

Question 3. In whose handwriting is the paper marked A, dated 17th February, 1831, referred to in your previous deposition?

Answer. I think it is the handwriting of my son, Joseph Quay.

Question 4. Did your son Robert, on his return from Williamsport, inform you that he had made no tender of the money to the treasurer?

Answer. My impression is, that he informed me that he did not lay down the money to Mr. Hepburn.

Question 5. Was there any coal known to be on the tract at that time; that is, the tract in dispute?

Answer. None that I knew or heard of.

Question 6. Do you know whether William D. Farraud is the agent of Matthew C. Ralston, or not?

Answer. I do not know. I have heard him say he was doing business for other men.

Question 7. Did ever any one suggest the propriety of your making out an account against Jacob Fox?

Answer. No one ever suggested any thing of the kind. I merely requested Mr. Farraud to carry it to Philadelphia for me.

Question by plaintiff's counsel. Whom did you inform that you wished to make any explanation of your former deposition, and when?

Answer. I never informed any person that I wanted an explanation.

Question 2. Did not A. D. Hepburn state to you that you had stated differently in your former deposition from what you afterwards related to him in conversation?

Answer. A. D. Hepburn related to me thus: that my deposition stated in the first place that I would not redeem for the heirs, and in another place I had stated that I would redeem for them. I then stated to Mr. Hepburn that there must have been a gross mistake in the question or answer.

Question 3. When and where did this conversation take place?

Answer. It was two or three weeks ago, in this room. No one was present. I think at that time Mr. Hepburn stated that it might be necessary to take my deposition over again. Mr. Hepburn called on me in relation to this business. Mr. Hepburn also stated that there were some things in the deposition that appeared dark, and he wished them explained. I stated that I would also wish an explanation, as I was weak and sick when the deposition was first taken, and that I might have committed errors. I have now heard read my former deposition, and believe it to be substantially correct, with the exception of those parts which I have herein corrected.

ROBERT QUAY, Sen.

Sworn and subscribed before me, this 31st day of May, A. D. 1832, between the hours of 10 and 4 o'clock, in the presence of J. B. Anthony, for plaintiff, and A. D. Hepburn, Esq., defendant.

ASHER DAVIDSON, *Commissioner.*

Filed June 4, 1832.

JACOB DUBOIS, *a citizen of the State of New York, lessee of Oliver S. Wolcott, a citizen of the State of Connecticut,*
vs.
JAMES GRAHAM, *a citizen of Pennsylvania, with notice to Andrew D. Hepburn, a citizen of Pennsylvania.*

In the district court of the United States for the Western District of Pennsylvania, at Williamsport. Ejectment of October term, 1830. No. 3.

[SEAL.]

And now, to wit, on the 24th of October, A. D. 1831, defendant, by A. V. Parsons, his attorney, enters a rule to take the depositions of witnesses within the said western district, at the prothonotary's office in Williamsport, Lycoming county, on Tuesday, the 15th day of November next, between the hours of 9 o'clock in the forenoon and 4 o'clock in the afternoon of said day, in pursuance of the rules of court in such case made and provided.

Certified from the record of said suit, at Williamsport.

In testimony whereof, I have hereunto set my hand and seal of the said court, at Williamsport, this 24th day of October, 1831.

JAMES ARMSTRONG, *Clark.*

Notice accepted.

J. B. ANTHONY,
Attorney for plaintiff.

November 22, 1831.

JACOB DUBOIS, *a citizen of the State of New York, lessee of Oliver S. Wolcott, a citizen of the State of Connecticut,*
vs.
JAMES GRAHAM, *a citizen of Pennsylvania, with notice to Andrew D. Hepburn, a citizen of Pennsylvania.*

In the district court of the United States for the Western District of Pennsylvania, at Williamsport. Ejectment, October term, 1830. No. 3.

Robert Quay, jr., (Deposition.)

In pursuance of the annexed rule, personally appeared before Joseph Wood, proth'y of the court of common pleas of Lycoming county, at the proth'y office at Williamsport, on Tuesday, the 15th November, A. D. 1831, between the hours of 9 o'clock, A. M., and 4 o'clock, P. M., of said day, Robert Quay, Jun., a witness on part of the defendant, who, after being duly sworn according to law, doth depose and say, that in May, 1828, my father gave me a power attorney for to come and redeem a tract of land that was sold for the taxes, the tract that Mr. A. Hepburn's coal is on. It belonged to the heirs of Joseph Fearon. I came down to Williamsport and got Mr. R. Fleming to go with me to this office. I think Mr. Fleming and me came in together. Mr. Fleming told Mr. Harris what our business was; that I had come to pay the taxes on that tract. Mr. Harris said I had no right to pay the taxes on this tract. Mr. Harris said the land did not belong to us. Mr. Fleming insisted that he should take the

money. He (Harris) said that he could not; that the land belonged to Mr. Fox, in Philadelphia, before it was sold. Then Mr. Fleming and myself went to Mr. A. D. Hepburn, to hear what he would say about me paying the taxes. He allowed I had no right to pay the taxes. He said he allowed to give Mr. Fox lands near Chatham run, or allowed to make him an offer of land in place of those near Lick run. He said he did not want Mr. Fox's land for nothing, as he was a poor man. Mr. Fleming and me left Mr. Hepburn's and came out into the street. We parted, and I went home without returning to Mr. Harris. When I went home I told my father what I had done. I think the reply was, that he would not bother himself any more about it.

Question 1 *by defendant's counsel.* Whose land did your father say it was, when he sent you to redeem or pay the taxes?

Answer. I understood him to say that it belonged to himself, William Fearon, Samuel Brown, and James Fearon.

Question 2. What power of attorney did your father give you to redeem. A written power of attorney? Question 3. Where is that power of attorney?

Answer. I cannot tell. It appears to me I never gave it to my father again, nor have I ever since seen it, to my recollection.

Question 4. Did you exhibit that power of attorney to Mr. Harris?

Answer. Mr. Fleming told him I had it. I will not say that Mr. Harris read it or not.

Question 5. Will you or can you state the contents of the power of attorney?

Answer. I cannot, farther than to state that it empowered me to redeem the land, or pay the taxes of the land that A. D. Hepburn had bought.

Question 6. Was the power of attorney in the name of your father alone, or in behalf of the other heirs of William Fearon?

Answer. I cannot say.

Question 7. When you ascertained that the tract of land belonged to Jacob Fox, did you conceive that your power of attorney authorized you to redeem it? (Anthony, for plaintiff, objected to the question.)

Answer. No; I would not like to have done it.

Question 8. After the conversation with Mr. Hepburn mentioned in the deposition, and the information from Mr. Harris that the land was Fox's, was you willing to redeem it? (Mr. Anthony, for plaintiff, objecting to the question.)

Answer. I was not willing to redeem it, and would not have done it at that time.

Question 9. Did you inform your father that Mr. Harris said the land belonged to Mr. Fox? If so, what was his reply?

Answer. I did inform him, and he said he would not bother himself any more about it.

Question 10. Did you cut timber upon this land before you came down to redeem it; and under what circumstances?

Answer. I had cut some house-logs. We allowed we would stand some chance to keep the land among the heirs, as we had been always taking care of that land.

Question 11. Whose land did you suppose it to be when you cut the logs?

Answer. The land of Joseph Fearon's heirs.

Question 12. Had you known that the land belonged to Jacob Fox, would you have cut the timber? (Mr. Anthony objecting.)

Answer. I would not.

Question 13. Has there been any intimacy or communication between your father and Jacob Fox?

Answer. Not any that I know of.

Question 14. Where did you reside in May, 1828?

Answer. I lived with my father.

Question 15. Was Jacob Fox in the neighborhood that your father resided, or at his house, in 1828?

Answer. He never was at the house of my father to my recollection, but I heard he was in that neighborhood in the fall of 1828.

Question 16. Had you any authority of any kind from Jacob Fox, to pay the taxes or redeem the land?

Answer. I had not; I never saw the man.

Question 17. Do you know that your father had any authority from Jacob Fox to pay the taxes or redeem the land; and was any such mentioned in your power of attorney?

Answer. I do not know that he had any such power, nor was any such mentioned in my power of attorney.

Question 18. In the fall of 1828, when you understood that Jacob Fox was in this country, did he ever recognize to you or to your father the offer to pay the taxes or redeem the land made by you to Mr. Harris, in May of that year?

Answer. He did not to me, nor to my father, to my knowledge.

Question 19. Did you communicate to Jacob Fox the offer you had made to Mr. Harris, of paying the taxes on the land?

Answer. No.

Question 20. When you was at Mr. Harris's office, in May, 1828, with Mr. Fleming, did you inquire of him (Mr. Harris) the amount of taxes and costs due on the land?

Answer. I do not recollect that I asked Mr. Harris, but Mr. Fleming took the docket and counted it up himself.

Question 21. Did you exhibit and tender the treasurer the specific account in money?

Answer. I did not show him the money, nor count it to him.

Cross-examined by J. B. Anthony, attorney for plaintiff, after reserving all and all manner of exception and objection to the examination in chief, and as specially to the leading questions put by defendant's counsel, and the answers thereunto.

Question 1. When you came down to redeem the land, had you the money with you?

Answer. I had.

Question 2. When you and Mr. Fleming went into the treasurer's office, why did you not pay him the money? (Defendant's counsel objected to the above question.)

Answer. He said I had no right to pay the taxes; the land belonged to Jacob Fox, and he would not take the money.

Question 3. Did you or Mr. Fleming insist on him to take the money?

Answer. Mr. Fleming did.

Question 4. Had any timber been cut on the land previous to the time of sale for taxes?

Answer. I do not recollect.

Question 5. Did your father take care of this land, and other land of Joseph Fearon, in that quarter? (Defendant's counsel objected to the above question.)

Answer. Yes, he did.

Question 6. When was coal first discovered on this land?

Answer. After the time I came to redeem the land.

Question by defendant's counsel again. For whom did you state to Mr. Harris that you came to redeem this land?

Answer. Mr. Fleming told him I had a power of attorney from my father to redeem the land, as he was one of the heirs of Joseph Fearon.

Question 2. When did your father take charge of this land?

Answer. I cannot tell.

Question 3. Has he taken charge of it since the death of Joseph Fearon?

Answer. I cannot tell whether it was before or since.

And further saith not.

ROBERT QUAY, Jun.

Sworn and subscribed before the commissioner, this 15th day of November, 1831.

Wm. Harris's deposition.

And the said defendant, further to sustain and prove the issue on his part, gave in evidence the deposition in writing of William Harris, as taken on the part of the defendant, by Joseph Wood, commissioner under the rule aforesaid, at the prothonotary's office, on Tuesday the 15th day of November, A. D. 1831, and is as follows:

In pursuance of the rule aforesaid, personally appeared before the said commissioner, at the time and place aforesaid, William Harris, a witness on part of the defendant, who, after being duly affirmed according to law, doth depose and say, that in March, 1827, while I was treasurer of Lycoming county, I was at Philadelphia, and called on James Fearon, tallow-chandler, for the taxes of lands belonging to Joseph Fearon's heirs; I gave him a statement of the taxes, and in that statement the tracts were marked that had been sold for taxes; among which was the tract No. 5615, warranted in the name of Joseph Fearon. Mr. Fearon said he would not pay the taxes any longer for these lands, as there was no money in his hands to pay them with. I then told him those that had been sold must be redeemed shortly, or it would be out of their power to redeem them. He refused to pay; said he would pay no more unless the heirs would put money in his hands; he had paid the taxes a long time, and had got nothing for it. I think I then left the statement with him. In that

statement was the tract in question—was marked as sold. Then in February, 1828, about the first week, I again went to Philadelphia to collect taxes. Then Mr. Jacob Fox, Mr. Nunnerly, and Mr. Joseph Fearon, they called on me at my boarding-house to settle up their taxes on their unseated lands; they wanted separate statements of their taxes, as a division had taken place: they agreed to come the next day and bring a book containing the division of the lands of Joseph Fearon's heirs. Next day Joseph Fearon came with the book aforesaid. Joseph Fearon redeemed and paid the taxes of the tracts that belonged to him in the division, for 1826 and 1827—and on the day following, Mr. Fox and Mr. Nunnerly, then under their directions, I made out a statement and gave to each, as per statement contained on page 40 in my Philadelphia statement book, after making the alterations, as appear upon said page, as to the ownership of each tract; and in addition the statement contained the purchaser's name, and amount of taxes, costs, and per centage. The tract No. 5615 containing 254 acres, Mr. Jacob Fox designated as his tract, and I put his name to it as the owner, on said statement book, by his direction, and in his presence—said book is marked by me on the back by my name, Nov. 15, 1831, and in my handwriting. At this time Mr. Nunnerly said in Mr. Fox's presence that they would not redeem the land at that time, as they were coming up to Lycoming county, and would redeem them with county orders.—I told them they could not redeem the land with county orders, that it was a matter between the purchaser and the owner, and must be paid in cash. Mr. Nunnerly said, he understood that there was a great speculation going on in this county, and that foreigners might as well have the advantage of it as others. I told them there might something happen that they would not be up in time to redeem them. I then told them when the period of redemption would expire. One of them said they would run the risk, and would start in a couple of weeks. I then told them that Robert Quay, Esq., pretended to own, or have an interest in all those lands. Mr. Fox then told me that Quay had nothing to do with those lands that were marked as his, that it was only a plan of Quay's to get the timber off the land.—Jacob Fox came to this county in the fall of 1828, either the last of September, or the first of October. I saw him as he was about to get into the stage at Mr. Haling's tavern. I told him that since I had seen him in the city, Mr. Quay had sent down an order to redeem the tract of land that Mr. Hepburn had bought, and that I had refused to take the redemption on account of what he told me in the city about your being the owner of that tract; Mr. Fox told me I had done perfectly right, that Quay was not the owner of the land, had no right to redeem, but that it was a plan he had taken to steal the timber; he appeared displeased with Quay about it.

After Mr. Fox returned from up the river, we had some conversation about his land, and about Mr. Hepburn. He told me that Mr. A. D. Hepburn had treated him more like a gentleman than any man that had bought any of his land. That he had either gave, or offered to give him, a tract of land in place of the one he had bought, which was valued higher on their list than the one that Mr. Hepburn

had bought. He seemed very well satisfied with Mr. Hepburn—he spoke in very high terms of Mr. A. D. Hepburn.

At May court, in 1828, Robert Quay, Jr., came into the commissioner's office, and handed me a slip of paper; I unfolded it, I seen that it was an order to redeem the tract of land purchased by Mr. Hepburn; that is, the tract in question. I told him I could not take the redemption, that I had seen Mr. Jacob Fox in the city, who told me that Mr. Quay had no right to the land; that he (Fox) was the owner. He then went out, and in a few minutes returned with Mr. Fleming. Mr. Fleming wished to know why I would not enter a redemption; I gave him the same reason that I had to Robert Quay, Jr.; he seemed a little ruffled about it; I told him it made no difference to me, if Mr. Hepburn would agree to it; that they had better go and see Mr. Hepburn; they both started out of the office, and, as I supposed, went to see Mr. Hepburn, and I seen no more of them. No money was offered, none tendered, nor no attempt to tender it; nor did either of them inquire for the amount of taxes or costs. I do not recollect that Mr. Fleming made a calculation of the taxes and costs, nor do I think Mr. Fleming sat down in the office; nor did either of them inquire for the book containing the statement of the taxes and costs. I saw no power of attorney, excepting the slip of paper above mentioned. I would also state, that in the statement I made out for Mr. Fox, in February, 1828, while in Philadelphia, contained the tract No. 5615, and Mr. Hepburn's name was marked as purchaser of it, also the amount of taxes, and cost, and per centage was set forth in the statement given to him. I distinctly recollect of telling him the precise time when the period of redemption would expire, and if it was not redeemed again that time, he would lose his land. I was treasurer of Lycoming county in the year 1827 and 1828. I first saw Jacob Fox in Philadelphia, in February, 1828, and first saw him in this county on the last of September or the first of October, in the same year.

I called on James Fearon for the taxes in 1827, because he had always paid the taxes, as appeared by the books in the office.

Cross-examination by J. B. Anthony, attorney for plaintiff, saving and reserving all manner of exceptions to the examination in chief, or any part thereof.

Question 1. Do you own any lands formerly belonging to the heirs of Joseph Fearon, deceased.

Answer. I purchased a tract at treasurer's sale, in 1826, belonging to Christopher Scarrow, which has not been redeemed.

Question 2. Was it customary with you, while treasurer, to advertise lands for one year's taxes? (Defendant's council object to the above question.)

Answer. It was not customary with me, but it was with Mr. Brown.

Question 3. Do you now hold any other land that belonged to Joseph Fearon, or his heirs?

Answer. I have an interest in two tracts of land that formerly belonged to Joseph Fearon's heirs. At the time I bought them they be-

longed to William Fearon's heirs. No offer was made to redeem them, or the other tract above mentioned.

And further deponent saith not. WILLIAM HARRIS.

Affirmed and subscribed before me, the commissioner, this 15th day of November, 1831.

J. WOOD,
Prothonotary of the court of common pleas of Lycoming county.

I, Joseph Wood, prothonotary as aforesaid, do certify that all the foregoing depositions above written are in the handwriting of Jacob S. Mujoine, a person appointed by me as clerk, for the purpose of writing the testimony down, and that the same was reduced to writing by him in my presence, and by my direction. In witness whereof I have hereunto set my hand and seal, this 15th day of November, A. D. 1831.

J. WOOD. [SEAL.]

To the honorable district court of the United States for the western district of Pennsylvania, at Williamsport: I do certify that the execution of the foregoing rule appears by the above depositions sworn to before me.

J. WOOD, *Prothonotary.*

Filed November 19, 1831.

WESTERN DISTRICT OF PENNSYLVANIA, *ss:*

In the district court of the United States for the western district of Pennsylvania, at Williamsport, of October term, 1830. No. 3.

JACOB DUBOIS, *a citizen of New York, lessee of Oliver S. Wolcott, a citizen of the State of Connecticut.* — Anthony, Tilghman. vs. ANDREW D. HEPBURN, *a citizen of the State of Pennsylvania.* — Parsons, Campbell.	Ejectment, &c. Declaration filed Oct. 4, 1830, &c.

Interrogatories to be exhibited to Robert Quay, a witness to be produced, sworn and examined, on the part of the plaintiff in the above cause, before a commissioner or commissioners, to be named in a commission to be issued out of the said court to the State of Ohio:

Interrogatory First. Do you know the parties in the above action, or either, and which of them; and if yea, how long have you so known them, or either, and which of them?

Interrogatory Second. Were you or not, acquainted with a certain tract of land in Lycoming county, Pennsylvania, lying westerly of Lick run, warranted in the name of Joseph Fearon, No. 5615, and containing about 254 acres; if yea, state your knowledge thereof, how long you have known said tract, and who has had the charge of the same, and for what length of time?

Interrogatory Third. Did you or not, live with your father Robert Quay, in the month of May, 1828; if yea, state whether you did or did not receive authority or power from him to go to Williamsport to redeem the said tract of land, No. 5615. State fully and at length what power, if any, was given you; whether you received any money sufficient to redeem the said tract from the sale thereof, by the treasurer of Lycoming county, for taxes. State whether you did or did not take Robert Fleming, Esq., with you, to William Harris, Esq., the treasurer, to redeem said tract. Relate the time, year, and month, when you went to said treasurer, what you did, and the conversation that took place with the said treasurer. State whether you did or did not offer to redeem the said tract, and whether Wm. Harris, the treasurer, did or did not refuse to receive the money from you for its redemption? Declare the whole truth and your knowledge therein.

Interrogatory Fourth. Did or not your father furnish you, when you went to Williamsport, with a paper containing the quantity and name of said tract, the amount for which it sold, and the person to whom it was sold; if yea, state your knowledge about said paper, who the person was that purchased the said tract at treasurer's sale. Relate whether you went to that person in company with Robert Fleming; and if so, what conversation took place between you and the said purchaser? State all the facts and conversation at length.

Lastly. Do you know of any other matter or thing, or can you say any thing touching the matter in question in this cause, that may tend to the benefit and advantage of the plaintiff, besides what you have been interrogated unto? Declare the same fully and at large.

Commissioner on the part of the plaintiff, Henry H. John, of the town of Bucyrus, in Crawford county, and State of Ohio.

J. B. ANTHONY, *Att'y for the Plff's.*

WILLIAMSPORT, Augt. 11, 1836.

JACOB DUBOIS, &c., *lessee of Oliver S. Wolcott* &c. vs. ANDREW D. HEPBURN.	In the district court of the United States for the western district of Pennsylvania, at Williamsport, of October term, 1830. No. 3.

Enter rule in the above case on behalf of the plaintiff, for commission to the State of Ohio, and fifteen days' notice.

Yours, &c.

J. B. ANTHONY, *Att'y for Plff's.*

To JAMES ARMSTRONG, Esq., *Clerk Dist. Ct. U. S. W. D. Pa.*

WILLIAMSPORT, Augt. 11, 1836.

STATE OF PENNSYLVANIA, *Lycoming county, ss:*

Be it known that on this eleventh day of August, A. D. 1836, personally appeared before me, the subscriber, a justice of the peace in and for said county, Joseph B. Anthony, who, on his solemn oath, deposeth and saith that he served a copy of the above rule and interrogatories, with the name of the commissioner on the part of the

plaintiff, on Andrew D. Hepburn, Esq., the defendant above named, this day, and left the said copy with him.

J. B. ANTHONY.

Sworn and subscribed the 11th August, 1836, before me,
WM. JOHNSTON, Jr.

[*Deposition of Robert Quay.*]

UNITED STATES, *Western District of Pennsylvania, sct.*

The President of the United States to Henry H. John, of the town of Bucyrus, in Crawford county, and State of Ohio, greeting:

Know ye, that in confidence of your prudence and integrity, we have given unto you, and by these presents do give unto you, (or either of you,) full power and authority, in pursuance of a rule lately entered in the court of the United States, in and for the western district of Pennsylvania, at Williamsport, in a certain action there depending, wherein Jacob Dubois, a citizen of the State of New York, lessee of Oliver S. Wolcott, a citizen of the State of Connecticut, is plaintiff, and James Graham, a citizen of the State of Pennsylvania, with notice to Andrew D. Hepburn, a citizen of Pennsylvania, are defendants; to call before you at a certain day and place by you for that purpose to be appointed, all and every person and persons who may be named to you on the part of the plaintiff as witnesses in said action. And then and there to examine them on their respective oaths and affirmations as witnesses, touching the interrogatories hereto annexed, and to reduce their answers to writing; and when you shall have so done, you are to send the same to the said court of the United States, aforesaid, closed up under your seal, plainly and distinctly set together with this writ.

Witness the honorable Thomas Irwin, judge of the United States, [SEAL.] in and for the western district of Pennsylvania, at Williamsport, this 7th day of June, 1836, and in the 60th year of the independence of the United States.

JAMES ARMSTRONG, *Clerk.*

The execution of this commission appears in a certain schedule hereunto annexed.

H. ST. JOHN, *Commissioner.*

Deposition of witnesses who was duly sworn and examined on the twenty-sixth day of September, in the year of our Lord one thousand eight hundred and thirty-six, at the Post Office in the town of Bucyrus, Crawford county, and State of Ohio, by virtue of a commission issuing from the district court of the United States in the western district of Pennsylvania, to Henry St. John, (town, county, and State aforesaid,) deputed for the examination of witnesses, in a certain cause depending in said court, wherein Jacob Dubois, lessee of Oliver S. Wolcott, is plaintiff, and James Graham, with notice to Andrew D.

Hepburn, are defendants. Robert Quay, of the county of Marion and State of Ohio, of the age of twenty-nine years, by occupation a farmer, being produced, sworn and examined, on behalf of the plaintiff, deposes as follows:

To the first interrogatory on the part of the plaintiff, he answers as follows:

I am acquainted with Mr. Andrew D. Hepburn, one of the defendants, but not with any of the rest mentioned in said action. I have been acquainted with A. D. Hepburn for somewhere about seven or eight years.

To the second interrogatory on the part of the plaintiff, he answers as follows:

I have been ever since I can recollect in the neighborhood of this land till within about two years, but did not know much about this land until I became of sufficient age, which is about fifteen years since; from that time I understood the land in question to be in charge of my father and brother, Joseph Quay. I do not recollect the precise time that they have had charge of said tract of land.

To the third interrogatory on the part of the plaintiff, he answers as follows:

I did live with my father, Robert Quay, in May, A. D. 1828. I received money and a written power from my father to go to Williamsport to redeem said tract of land, No. 5615. The amount of money that he gave me I do not recollect, but I do recollect that it was sufficient to redeem the land. When I went to Williamsport to redeem the land, in May, A. D. 1828, I went to Robert Fleming, Esq., and got him to go with me to William Harris, treasurer of Lycoming county, Pennsylvania, to redeem said tract of land. Mr. Fleming told the treasurer that we had come to redeem that tract of land; the treasurer told us that he could not receive the money of us, that it did not belong to my father, that it belonged to one Mr. Fox, of Philadelphia. Mr. Fleming insisted that he should take the money, that my father was one of the heirs, that we were then ready to pay the money; Mr. Fleming also took the book and calculated the amount of it. I cannot recollect the sum, now; the treasurer said he could not, or would not receive the money. We then went to Andrew D. Hepburn, to see what he would say. Mr. Fleming told him what our business was, he said he would not agree that we should redeem the land, that he allowed to keep it, but was, or had allowed to give Fox land in place of it on Chatham run; he did not want the land for nothing, allowed to give him other lands in place of it. The money that my father gave me to redeem this land I had with me, in the treasurer's office, at this time. If the treasurer had not of told me that it did not belong to my father, I would have paid it. I had no other business down than to redeem that land. I had cut timber on this land myself previous to May, A. D. 1828.

To fourth interrogatory on the part of the plaintiff, he answers as follows:

I had a paper that my father gave me with the number of the said tract, as well as the amount for which it was sold; the purchaser was

Andrew D. Hepburn. I did go in company with Robert Fleming, Esq., to Mr. Hepburn, the conversation was substantially as I stated in my answer to third interrogatory of this deposition.

To the last interrogatory on the part of the plaintiff, he answers as follows:

I do not know any thing that in my opinion would be of service in this cause to either parties, other than I have already stated. And further this deponent saith not.

ROBERT QUAY.

H. St. John, *Commissioner.*

Endorsed, "Filed Oct. 6, 1836."

[*Copy of Rule.*]

Jacob Dubois, *a citizen of the State of New York, lessee of Oliver S. Wolcott, a citizen of the State of Connecticut,* vs. James Graham, *a citizen of the State of Pennsylvania, with notice to Andrew D. Hepburn.*	In the district court of the United States for the western district of Pennsylvania, at Williamsport.

And now, to wit, on the 31st day of August, A. D. 1831, the counsel for both parties enter a mutual rule to take depositions of witnesses in the city and county of Philadelphia, and do hereby agree that the prothonotary of the district court of the city and county of Philadelphia be a commissioner to take the depositions of witnesses for both parties, in the same manner that the prothonotaries within the western district of Pennsylvania, by the rules of said court, are now commissioners; and the rule to issue in the same form, except that it is agreed that Monday, the 19th day of September next, be the day for taking said depositions, between the hours of nine o'clock, A. M., and four o'clock, P. M., of said day, at the said prothonotary's office. And this agreement is all the notice that either party requires of the time and place of taking.

(Signed,) J. B. ANTHONY, *Att'y for pl'ff.*
A. V. PARSONS, *Att'y for def't.*

To Jas. Armstrong, Esq.,
Clerk of said court.

Filed, August 31, 1831.

United States, *Western District of Pennsylvania*, sct:

I certify the above to be a true copy of an amicable rule to take depositions in the above case. In testimony whereof I have hereunto set my hand, and affixed the seal of the said court, at Williamsport, this 5th day of September, A. D. 1831.

JAMES ARMSTRONG, *Clerk.*

Monday, *September* 19, 1831.—The plaintiff's attorney, Benjamin Tilghman, Esq., attended at the time and place mentioned in the

within rule, and continued so to attend until five o'clock, P. M., when, no person having attended on behalf of the defendant, with the consent of the plaintiff's attorney the further proceedings were adjourned until to-morrow, between the hours of nine A. M., and five o'clock P. M.

JOHN LISLE,
Prothonotary, Commissioner.

TUESDAY, *September* 20, 1831.—Under the same circumstances, and for the same reason, adjourned until to-morrow, from 9 A. M., to 5 P. M.

Adjourned until Saturday, October 1st, between the same hours.

October 1.—The counsel for both parties, viz: Wm. L. Hirst, Esq., for defendant, and Benj. Tilghman, Esq., for plaintiff, attended before me, Jacob Zelir, sworn on the part of the plaintiff to the return of the subpœna.

W. L. HIRST, *for defendant.*
BENJ. TILGHMAN, *for plaintiff.*

JOHN LISLE, *Commissioner.*

October 1, 1831.—The execution of this commission appears in a certain schedule, and exhibits, hereunto and annexed. October 1, 1831. So answers

JOHN LISLE, *Commissioner.*

JACOB DUBOIS, *a citizen of the State of New York, lessee of Oliver S. Wolcott, a citizen of the State of Connecticut,* vs. JAMES GRAHAM, *a citizen of the State of Pennsylvania, with notice to Andrew D. Hepburn.*	In the district court of the United States for the western district of Pennsylvania, at Williamsport. Ejectment of October term, A. D. 1830. No. 3.

In pursuance of the rule of the said district court, and agreement of counsel, hereunto annexed, on the first day of October, A. D. 1831, at the office of the prothonotary of the district court of the city and county of Philadelphia, between the hours of nine o'clock, A. M., and four o'clock, P. M., of the said day, the deposition of Jacob Fox, a witness on behalf of the plaintiff, the said Jacob Fox being first duly sworn according to law, is taken before me, the subscriber, the prothonotary of the district court of the city and county of Philadelphia, being the commissioner named in the said rule of court and agreement of counsel, as follows:

[*Jacob Fox's deposition.*]

I am the husband of Elizabeth Fox, whose maiden name was Elizabeth Fearon; she was one of the heirs of Joseph Fearon, formerly of the city of Philadelphia, tallow-chandler, who died in or about the year 1810, intestate, and without issue. From my connex-

ion with the family, I know that the above Joseph Fearon had two brothers, and no more—no sisters. The brothers of the above Joseph Fearon were William and Abel, who were both dead at the time of the decease of Joseph Fearon.

The children of William Fearon were as follows: First, William Fearon, living in Centre county. Second, James Fearon, now living in Philadelphia. Third, Ann Fearon, now the wife of ——— Brown, now living in Centre county. Fourth, Sarah Fearon, now the wife of Robert Quay, living in Lycoming county, Pennsylvania.

The children of Abel Fearon were as follows: First, Joseph Fearon, now living in Union county, Pennsylvania. Second, Robert Fearon, who died in Philadelphia, unmarried, intestate, and without issue. Third, Elizabeth Fearon, now Elizabeth Fox, the wife of this deponent. Fourth, Sarah Fearon, now the wife of Christopher Scarrow, living in England.

The deponent had two conversations with Andrew D. Hepburn, the defendant in this case, and especially one on the 7th day of January, 1828, which was the second conversation; the day of the first conversation I do not remember. In that first conversation he asked me if I had employed Mr. Quay to tender the tax, costs, and expenses due on a tract of land, in the name of Joseph Fearon, warrantee, No. 5615. I replied that I had not, because I was a foreigner, and did not come in this country until September, 1827. He, in that conversation, informed me that the said tax, &c., had been tendered to the treasurer by Mr. Quay.

The land belonging to Joseph Fearon the elder had been divided into moieties between the William Fearon branch of the family and the Abel Fearon branch, before I came with my wife to this country. The deeds will show the time. The division among the Abel Fearon branch of the family took place afterwards; the deeds will show the time.

Previous to my arrival in the United States, the parties here had the superintendence of the land; the family had had an agent here, who was deceased some time before my arrival, two years; his name was John Wilson, a clerk in the old Bank of the United States. I think he is said to have died early in 1825.

Andrew D. Hepburn told me that, at the time the tender was made to the treasurer by Mr. Quay, as above stated, the land was under redemption, and there was no need to make a tender to him, but only to the treasurer.

In the second conversation I had with Mr. A. D. Hepburn, he offered me the Crawford and Lyon tract of land, if I would release and convey to him this tract, No. 5615; also, to give me $50 in cash. I said I did not want any dispute, and he should have it on those terms. He then told me this tract, No. 5615, was worth nothing, except for the timber on it. I observed I understood it was a valuable tract, and that it had a coal mine upon it. He asked what I thought I could sell it for. I said from two to four dollars an acre. He said the vein of coal was of no value, being but 18 inches thick. He refused to give me the fifty dollars, as offered, but said I might

take it and sell it as I could. At the time we parted, there was no contract or agreement of any kind, by which I was to sell him the land; on the contrary, he gave it up to me.

Some time in the spring or summer, 1828, I entered into a contract to sell this tract, among others, to Benjamin E. Valentine; in pursuance of which I subsequently conveyed this tract and others to him.

After I had thus contracted to sell to Benjamin E. Valentine,—(Remainder of this sentence not read on trial.)

The document marked A, as referred to in this my deposition, is a true copy of an original paper, or receipt, signed by Andrew D. Hepburn, which original paper and signature I exhibited to the said Andrew D. Hepburn, and he acknowledged the same to be his genuine signature, and that he had received the sum of money as there stated. The original document was placed in my hands by James Fearon. It is lost. I have made for it most careful and diligent search, not only once, but repeatedly.

At the time when A. D. Hepburn offered to convey me the Crawford and Lyon tract, as above stated, I did not know of the existence of this paper, and that he was in fact offering to convey me my own land. I knew little about the laws of this country.

I have no interest in the event of this suit. There is a mortgage on record from Benjamin E. Valentine to me, on this and several other tracts, to which I refer, as also the covenant from Matthew C. Ralston. I am to get paid in any event.

Being examined by the defendant's attorney—

The mortgage is, I think, $2,600. I took no bond with it; I received no money when I conveyed the land. The mortgage was the only consideration. I still hold the mortgage. I have received $250 on account from Mr. Ralston, through Wm. P. Farraud. I have never seen Mr. Ralston's deed to Mr. Wolcott. No one has ever told me I should get my money, if the title *was* bad. Except the mortgage, I have no writing to show for it.

The defendant, by his attorney, protesting that this witness is interested, and incompetent, proceeds to cross-examine; which cross-examination he desires may not be considered as in effect, unless the court shall decide that the witness is competent.

I never did authorize either of the Mr. Quays to pay or tender the taxes on the tract in dispute. I did not know beforehand that either of them was going to do so. I was in a foreign land. It was four months after the taxes were tendered, that I knew of it. When I knew of it, I said I never had authorized Mr. Quay to do it. I said that Quay wanted to pay the taxes in order to cut the timber off.

Joseph Fearon and I agreed to divide our share of the lands in October, 1827; it was not fulfilled until September, 1828; then the deed was signed.

We had no other agent in the United States but Mr. Wilson. [Joseph M. Fox was authorized to divide the land, but not to superintend it.*] Neither of the Mr. Quays, nor Mr. Brown, was ever appointed agent by me.

*Objected to by plaintiff's attorney.

Mr. Fox divided the lands in order to make partition, before I came to this country. I paid one hundred to his brother, Dr. Fox, for him on that account.

When I first came to this country, Joseph Fearon and I made an agreement to divide the lands. We agreed to appoint Nathaniel Nunnely to divide and designate the tracts. He did so, according to the valuation made in 1810. He divided them as soon as Fearon and I agreed as above stated. A power of attorney came from Scarrow to Nunnely and me in September, 1828, long after the deed between Fearon and me.

I did not copy document A. I could swear to it in any court of justice. I believe Mr. Farraud copied it, because I gave the original in his hands to take a copy from. I was not present when he made the copy; I was present when he compared it with the original. He gave me the original back. It is nearly twelve months since I saw the original.

Being further examined for plaintiff, he says that document was compared with the original in his presence, and under his eye, so as to satisfy him it was a true copy. I never saw or conversed with Joseph Fox; all that is stated to have been done by him I only know by hearsay, except that I paid his brother $100.

The information about Mr. Quay's wish to take all the timber of this land if he could get a road through A. D. Hepburn, the deponent derived from A. D. Hepburn, and it was this information induced me to use immediately the language stated.

At request of defendants. I never got a tract of land of A. D. Hepburn for this, only an offer. I took possession of the Crawford and Lyon tract myself, and appointed an agent to take care of the timber.

For plaintiff. I never had abandoned the tract No. 5615, until I conveyed it to Valentine; I always considered I had a right to it. As soon as I came rightly to understand how and why Mr. Quay redeemed this tract, I adopted and ratified his act as saving the land for me.

No authentic act was ever done by me to divide the land, until I signed the deed. We had written letters to Mr. Wilson requesting a division before I came out. I never knew who owned each particular tract until after I came to this country.

For defendant. In our letters we gave Mr. Wilson and Carwin full powers. They stood in our shoes—were our full agents. The powers of attorney will show; I think they are of record in Philadelphia.

For plaintiff. When I speak of what was done by me by deed, or by others, the deeds, if we differ, will be more accurate than I, especially as to dates, as to which I speak from memory.

JACOB FOX.

Sworn and subscribed this 1st day of October, 1831, before me, having been reduced to writing in the presence of and by Benjamin Tilghman, attorney for plaintiff, and Wm. L. Hirst, attorney for defendant, as also in the presence of the commissioner.

JOHN LISLE, *Commissioner.*

Filed, October 4, 1831.

No.	Quantity.	Warrantee.	Township.	County tax.				Road tax.			
				1809.	1810.	1811.	1812.	1809.	1810.	1811.	1812.
				$	$	$	$	$	$	$	$
	440	Samuel Quinn, Joseph Fearon's heir -	Wayne.	55	55	73	73	55	55	73	73
	423¾	James McDonald, do. -	do.	53	53	70	70	53	53	70	70
	330	Matthew Hand, do. -	do.	41	41	55	55	41	41	55	55
	380¼	Alexander Powers, do. -	do.	47	47	63	63	47	47	63	63
	308¾	Margaret Powers, do. -	do.	38	38	51	51	38	38	51	51
	99.159	William Brown, do. -	do.	12	12	16	16	12	12	16	16
	317.136	Rachel McCarter, (in Centre) -	do.	39	39	53	53	39	39	53	53
	272	William Bowen, Joseph Fearon's heir -	Nippenose.	34	34	45	45	34	34	45	45
	392.136	Mary McClean, do. -	Washington.	49	49	65	65	49	49	65	65
5680	441	Joseph Fearon, do. -	Dunstable.	1 10	1 10	73	73	1 10	1 10	73	73
3884	77.88	Do. do. -	do.	19	19	13	13	19	19	13	13
837	286.105	Do. do. -	do.	71	71	48	48	71	71	48	48
5612	365.136	Do. do. -	do.	91	91	61	61	91	91	61	61
5613	367.138	Do. do. -	do.	92	92	61	61	92	92	61	61
4843	111.165	Do. do. -	do.	28	28	18	18	28	28	18	18
5615	254	Do. do. -	do.	64	64	42	42	64	64	42	42
4840	990.74	Do. do. -	do.	2 47	2 47	1 65	1 65	2 47	2 47	1 65	1 65
4841	1107.42	Do. do. -	do.	2 77	2 77	1 84	1 84	2 77	2 77	1 84	1 84
3694	55.145	Alexander Powers, do. -	Lycoming.	14	14	09	09	14	14	09	09
3695	54.135	Do. do. -	do.	14	14	09	09	14	14	09	09
3496	61.100	Do. do. -	do.	15	15	10	10	15	15	10	10
636	344	Crawford and Lyon, do. -	Pine Creek.	86	86	57	57	86	86	57	57
		Total - - $109 48	-	14 96	14 96	12 41	12 41	14 96	14 96	12 41	12 41

Mr. JAMES FEARON.

SIR: Please to pay the bearer, Mr. Andrew D. Hepburn, one hundred and nine dollars forty-eight cents, in full, of the county and road tax due on the above lands, and this shall be your receipt for the same; and you will oblige yours, &c.

$109 48. JOS. J. WALLIS,
Treasurer of Lycoming county.

October 3, 1812.

October 13, 1812. Received the amount of the within bill of taxes of Mr. James Fearon, in full.

(Signed,) A. D. HEPBURN.

Endorsed, "Wolcott's lessee," vs. Hepburn.

This is document A, referred to in my deposition, taken this day, 1st October, 1831.

JACOB FOX.

This is document A, referred to in by the deposition of Jacob Fox, taken before me, the 1st October, 1831.

JOHN LISLE, *Commissioner.*

[*Copy of Rule.*]

JOHN DUBOIS, *a citizen of the State of New York, lessee of Oliver S. Wolcott, a citizen of the State of Connecticut,*
vs.
JAMES GRAHAM, *a citizen of the State of Pennsylvania, with notice to Andrew D. Hepburn.*

In the district court of the United States for the western district of Pennsylvania, at Williamsport.

And now, to wit, April 26, 1832, counsel for plaintiff and defendant enter a mutual rule to take depositions of witnesses in the city and county of Philadelphia, and agree that the prothonotary of the district court of the city and county of Philadelphia, be a commissioner to take the deposition of witnesses for both parties, in the same manner that the prothonotaries within the western district of Pennsylvania, by the rules of said court, are now commissioners. And the rule to issue in the same form, except that it is agreed that interrogatories shall be filed at least ten days, in the clerk's office, before the rule aforesaid issues, in order that the opposite party may file cross-interrogatories, if he thinks proper; of which filing verbal notice alone shall be given and accepted by the counsel subscribing this agreement: no time and place of taking the depositions are to be designated.

(Signed,) F. C. CAMPBELL, *Attorney for defendant.*
J. B. ANTHONY, *Attorney for plaintiff.*

To JAMES ARMSTRONG, Esq., *Clerk of said court.*

Filed April 26, 1832.

Interrogatories to be put by plaintiff to Jacob Fox and others, witnesses whose names are now to him unknown, to be produced and examined in pursuance of a rule entered for the purpose, &c., in the clerk's office.

1. Do you know Andrew D. Hepburn, the defendant in the above suit? If so, how long have you known him?

2. Were you acquainted with a certain Joseph Fearon, tallow-chandler, formerly of the city of Philadelphia—whether he is still living or dead—if dead, about what time did he die? who are his heirs or legal representatives? State their names and places of residence; if any of them are females, state whether they are married or not, and to whom: set forth the facts fully and at length.

3. Had you or not, any conversation with Andrew D. Hepburn, relative to a tract of land in Lycoming county, surveyed by virtue of a warrant in the name of Joseph Fearon, No. 5615, and containing about 254 acres? if so, state when and where the said conversation took place. Did he speak of any taxes due on said tract? Did he say that the land had or had not been sold by taxes? if sold, did he state the purchaser, and whether the amount of taxes, costs, per centage, had or had not been tendered to redeem the land? If the same were tendered, by whom, and at what time the tender was made? Set forth the whole of the conversation fully and at large, as if particularly interrogated thereto.

4. Had you or not a second conversation with Andrew D. Hepburn about said tract of land, No. 5615; if so, state the time and place, whether or no did he offer you other land for said tract, and what land did he offer? Was any thing said about a vein of coal? If so, state what was said. Did he or not give you up, and relinquish his claim to the tract, No. 5615? Declare the truth of the several matters contained in this interrogatory, to the best of your knowledge.

5. Who had the charge of the tract of land, No. 5615, previous to its sale for taxes, and for how long a period? When did you become owner of the said tract? When did you first ascertain that it had been sold for taxes—and from whom was the information derived? When was a division made of the lands belonging to the heirs of Joseph Fearon? To whom was tract No. 5615 allotted? Who informed you that Robert Quay, Esq., had tendered the redemption-money, for said tract, after its sale for taxes? What did he say about the said tender? State the whole truth at length.

6. Had you or not any contract with Andrew D. Hepburn for the sale to him of tract No. 5615? if so, set forth the terms thereof. Was or was not said contract rescinded and annulled?

7. Had you or not any conversation with a certain Matthew McReynolds, relating to said tract? If so, state the same fully. State whether he offered you a paper, and tendered you any money on an alleged contract between you and Andrew D. Hepburn, for the purchase and sale of the said tract.

8. Did you or not sell the said tract, No. 5615, to Benjamin E. Valentine, of Philadelphia? if so, state when you sold it, whether you

have any interest in said tract or not, whether a deed has been made or not; set forth the facts at large in relation to the said sale, and particularly whether or no you are interested in the event of the suit in which these interrogatories are filed.

9. Look upon the paper marked A, dated Oct. 13, 1812; state whether or not it is a copy of a receipt signed by Andrew D. Hepburn; if so, state whether the original receipt was exhibited by you to him, and what he said in relation thereto. Is or is not the original receipt lost? Have you or not made diligent and repeated searches, for the said original? Can you or not find it? In whose hands did you last see it? When you first saw that receipt, did you or not know that the Crawford & Lyon tract was your own land?

10. Do you know of any other matter or thing that may tend to the advantage of the plaintiff in this cause? If yea, declare the same as if you had been thereto particularly interrogated.

J. B. ANTHONY, *Attorney for plaintiff.*

May 5, 1832.

Filed 5th May, 1832.

Cross-interrogatories to be put to Jacob Fox, a witness named on the part of the plaintiff, and other witnesses by him to be called.

And the said defendant protesting that the said Jacob Fox is an incompetent witness for the plaintiff, avering that he is interested in the event of this suit—and reserving to himself all and every objection to his competency, and also to the interrogatories filed and proposed to be put by the plaintiff to said Fox and other witnesses as being improper, irregular and illegal, proceeds to put the following interrogatories, which said defendant desires may not be considered as of effect, unless the court should decide the witness incompetent:

Interrogatory by defendant. 1. Do you hold a mortgage on the tract of land in dispute in this ejectment, No. 5615, and what portion of the purchase-money was paid to you, at the time of your sale of said tract, to one Valentine?

2. Have you any other security, either by article of agreement or bond, single bill or note, from Valentine Wolcott or Matthew C. Ralston, for the purchase-money of said tract of land, or any other assurance for the same than mortgage?

3. Did you ever authorize Robert Quay, Esq., of Lycoming county, Joseph F. Quay, or Robert Quay, Jr., to tender the taxes and costs to the treasurer of said county for the land in dispute?

4. Have you not said that you never authorized either of said Quays to redeem the tract of land in dispute?

5. Had you, or the heirs of Joseph Fearon any agent in this county for your lands? if so, who? and were either of the Mr. Quays ever constituted your agent?

6. Where did you first see Andrew D. Hepburn, when, what month, and in what year?

7. Was you ever in Williamsport, Lycoming county, at any time in your life, except in October, A. D., 1828?

8. Did you ever see Andrew D. Hepburn, until the day before you

started for Lycoming county, in October, 1828, in company with Nathaniel Nunnally?

9. Did you not inform Benjamin E. Valentine at the time you sold the tract in dispute to him, that A. D. Hepburn, the defendant, had a claim to the same?

F. C. CAMPBELL, A. V. PARSONS, } *Attorneys for defendant.*

May 7th, 1832.

Filed May 8, 1832.

UNITED STATES, *Western District of Pennsylvania, sct:*

I certify the foregoing to be a true copy of the rule, and of the interrogatories, filed by the parties in in pursuance thereof, in the above mentioned case.

In testimony whereof, I have hereunto set my hand, and affixed the seal of the said court at Williamsport, this 14th day of May, 1832.

JAMES ARMSTRONG, *Clerk.*

The execution of this commission appears in a certain schedule hereunto annexed, so answers

JOHN LISLE, *Commissioner.*

26th May, 1832.

Depositions of witnesses produced, sworn or affirmed, and examined on the 26th day of May, in the year of our Lord one thousand eight hundred and thirty two, at the prothonotary's office of the district court for the city and county of Philadelphia, at Philadelphia, by virtue of a commission issuing from the district court of the United States for the western district of Pennsylvania, at Williamsport, to the prothonotary of the said district court for the city and county of Philadelphia, directed for the examination of witnesses, in a certain cause depending in the said district court of the United States, &c., wherein Jacob Dubois, a citizen of the State of New York, lessee of Oliver S. Wolcott, a citizen of the State of Connecticut, is plaintiff, and James Graham, a citizen of the State of Pennsylvania, with notice to Andrew D. Hepburn, is defendant.

James Fearon, aged fifty-one years and upwards, of the city of Philadelphia, tallow-chandler, being produced, sworn and examined on behalf of the plaintiff, deposeth as follows:

1. To the first interrogatory on the part of the plaintiff, he answers as follows:

That he only knows Andrew D. Hepburn, the defendant, in consequence of having, some years since, viz. in October, 1812, paid to him taxes due upon the estate of Joseph Fearon, deceased.

JAMES FEARON.

To the second interrogatory on the part of the plaintiff, he answers:

2. That he was acquainted with a certain Joseph Fearon, tallow-chandler, formerly of the city of Philadelphia; that the said Joseph Fearon is dead; that he died in the city of Philadelphia, on or about

the fifth day of April, 1810, intestate, and without issue; that the heirs and legal representatives of the said Joseph Fearon, deceased, are the children of his brothers, Abel Fearon and William Fearon, both of which said brothers, died in the lifetime of the said Joseph Fearon.

JOSEPH FEARON.

That the said children of the said Abel Fearon, are as follows:

First. Robert Fearon, residing formerly in the city of Philadelphia, and since deceased.

Second. Joseph Fearon, residng as deponant understands and believes, in Northumberland county, Pennsylvania.

Third. Sarah Fearon, since intermarried with Christopher Scarrow, residing as deponent understands and believes in England, at or near a place called Cockermouth, Northumberland.

Fourth. Elizabeth Fearon, since intermarried with Jacob Fox, residing in Southwark, near Philadelphia.

That the said children of the said William Fearon are, as follows:

First. John Fearon, residing formerly in Centre county, Pennsylvania, and since deceased.

Second. William Fearon, residing in Centre county, Pennsylvania.

Third. James Fearon, this deponent, residing in the city of Philadelphia.

Fourth. Sarah Fearon, since intermarried with Robert Quay, residing in Lycoming county, Pennsylvania.

Fifth. Nancy Fearon, since intermarried with Samuel Brown, residing in Centre county, Pennsylvania.

3. To the third interrogatory, on the part of the plaintiff, he answers:

That he knows nothing of the matters and things therein contained, and that he cannot answer thereto.

4. To the fourth interrogatory on the part of the plaintiff, that he knows nothing of the matters and things therein contained; and that he cannot answer thereto.

5. To the fifth interrogatory on the part of the plaintiff. That the deponent was the administrator of the estate of Joseph Fearon, deceased, and paid certain taxes on the unseated lands belonging to him. The heirs were much scattered, and some of them abroad. (*It was understood, that those who, from their situation, could most conveniently do so, would look after the unseated lands in their neighborhood.*) To the residue of the said interrogatory, the deponant cannot answer, and knows nothing.

JAMES FEARON.

6, 7, and 8. To the sixth, seventh, and eighth interrogatories, on the part of the plaintiff. That he knows nothing of the matters and things therein severally contained; and that he cannot answer thereto.

9. To the ninth interrogatory on the part of the plaintiff. That the original receipt, dated October 13th, 1812, is not lost, and that he last saw the said original receipt in the hands of the counsel, for

the plaintiff. That to the residue of the said interrogatory the deponent cannot answer, and knows nothing.

10. To the tenth interrogatory on the part of the plaintiff. That he knows nothing further than he has already stated, and that he cannot answer thereunto.

To the interrogatories on the part of the defendant, the said deponant doth depose and say:

1. To the first interrogatory on the part of defendant. That he hath no such mortgage, and that he never conveyed the said tract of land to the said Valentine.

2. To the second interrogatory on the part of the defendant. That he hath no such security or assurance.

3. To the third interrogatory on the part of the defendant. That he knows nothing of the matters therein contained, neither can he answer the same, further than set forth in his answer to the fifth interrogatory on the part of the plaintiff.

4. To the fourth interrogatory on the part of the defendant. That he hath not so said.

JAMES FEARON.

5. To the fifth interrogatory on the part of the defendant that he knows nothing of the matters therein contained, neither can he answer the same, further than set forth in his answer to the fifth interrogatory on the part of of the plaintiff.

6. To the sixth interrogatory on the part of the defendant. That he first saw Andrew D. Hepburn, on the 13th October, 1812.

7. To the seventh interrogatory on the part of the defendant. That he passed through Williamsport, Lycoming county, about thirty years ago, but was not there in October, 1828.

8. To the eighth interrogatory on the part of the defendant. That he never remembered to have seen Andrew D. Hepburn, except on the 13th October, 1828.

9. To the ninth interrogatory on the part of the defendant. That he did not: never having made such sale.

JAMES FEARON.

Sworn and subscribed before me, May 26, 1832.

JOHN BINNS, *Alderman.*

Sworn and subscribed (also, the said deposition having been taken from the mouth of the witness, in my presence, and in the presence of Edward D. Ingraham and Benjamin Tilghman, Esq., who attended on behalf of the plaintiff and defendant, respectively) before me,

JOHN LISLE, *Commissioner.*

May 26, 1832.

No. 3. October term, 1832. Filed May 30, 1832.

[*Plaintiff's points to court.*]

DUBOIS, LES., *vs.* HEPBURN.

The court is, by the plaintiff's counsel, respectfully requested to charge the jury,

1st. That the law authorizing the redemption of land sold for taxes (viz: the law of Pennsylvania, passed the 3d of April, 1804, and its several supplements) ought to receive a liberal and benign construction, in favor of those whose estate will be otherwise divested.

2d. That under the said law any person has a right to redeem unseated lands sold for taxes, by a payment of the tax, costs, and per centage, within the time named in the said acts.

3d. That any person having, or believing himself to have, an interest in the lands so sold, has a right to redeem the same within the time named in the said acts.

4th. That any person having the charge of such lands from the owner during his life, after his decease, intestate, and without a countermand of such charge, has a right to redeem such lands so sold.

5th. That any person being a tenant in common of the land so sold, has a right to redeem.

6th. That the deed of partition, dated the 26th March, 1825, in evidence in this cause, did not take effect as a divestiture of the estate of Robert Quay and wife, in the land claimed in this ejectment, tract No. 5615, until the same was consummated by its ratification by Christopher Scarrow and wife, by their deed, on the 8th September, 1832; the said Robert Quay, in right of his wife, was a tenant in common of the said tract, No. 5615, and had a right, in May, 1828, to redeem the same from the sale for taxes.

7th. That the refusal of the treasurer to receive the redemption-money for lands so sold for taxes, is equivalent to, and dispenses with, a tender of the same.

BENJ. TILGHMAN,
Attorney for plaintiff.

October 7th, 1836.

Endorsed, "Filed October 8, 1836."

[*Answers to plaintiff's points.*]

1st. This instruction given as requested.

2d. This instruction refused, and the answer to the defendant's 7th point given.

3d. Any person having an interest in land so sold has a right to redeem the same within the period named in the act; but a mere opinion without right of having an interest, confers no power to redeem.

4th. This instruction refused.

5th. A tenancy in common, or any other interest in the land, legal or equitable, confers the right to redeem.

6 & 7th. Instructions given.

Endorsed, "Filed Oct. 8, 1836."

[*Defendant's points to court.*]

WOLCOTT'S LESSEE, *vs.* HEPBURN.

The defendant's counsel respectfully request the court to instruct the jury as follows, viz:

1st. That by the legal construction of the several letters of attorney, and the ratifications and confirmations thereof, and of the various deeds given in evidence in the trial of this cause, Robert Quay, at the period of the sale of this tract of land to A. D. Hepburn, and at the time the alleged offer to redeem was made, had, neither in law nor in equity, a right to the possession, enjoyment, or ownership, or a right of entry to the land in controversy, and could not make a legal offer to redeem, which would avoid the title of the defendant, unless he was the authorized agent of the owner.

2d. That the partitions of 1825 being executed by the duly authorized attorneys, in fact, of Christopher Scarrow and wife, and Elizabeth Fearon and Joseph Fearon, representatives of Abel Fearon, in conjunction with the heirs of William Fearon, and possession having been taken in accordance with the deeds, it is binding on all the parties, and valid.

3d. That, at all events, said partition was binding on Mrs. Scarrow during her coverture, and could only be avoided, if at all, by her or her heirs on the death of her husband, no other person having the right to object thereto; and she having ratified and confirmed it during coventure, the plaintiffs, or Robert Quay, cannot impeach the validity of the said partition, as of the date of 12th March, 1825.

4th. That it is not necessary for a *feme covert* to acknowledge an agreement, or power to make partition, under the act of the 24th February, 1770, of lands which descend to her in Pennsylvania, where the partition is equal at law; being compelled to make partition, she can do so amicably.

5th. That Quay, and Fox and wife, and their alienees, are estopped from questioning the validity and consummation of the partitions in 1825, by their execution and delivery of the various deeds and letters of attorney given in evidence on the trial of this cause.

6th. That the denial of the agency and ownership of Quay, by Fox, and his right to redeem, if the jury believe Harris's testimony is conclusive, and precludes him, or his alienees, from subsequently claiming any right by or through the acts of Quay, or his son.

7th. That on the legal construction of the act of 1815, no person has a right to redeem land sold for taxes but the owner, his heirs or assigns, or legally authorized agent or representative. If the jury believe that Quay was not the owner, or the agent of the owner, the alleged offer to redeem made by him, or his son, are of no validity, and the plaintiff cannot recover.

8th. That if Quay did not make the alleged offer to redeem as owner, or agent of the owner of the land, but in fraud of the owner's right, and for the object of benefiting himself by taking the timber off and obtaining a right to the land, it would not divest the title of the defendant.

9th. That the offer to redeem must be a legal tender, unconditional, and unrestricted; and if the jury believe the testimony of Robert Quay, jr., no such legal tender was made, nor was such offer and refusal, as would bring this case within the saving clause of the 4th section of the act of the 13th March, 1815.

10th. That, from the testimony disclosed, the taxes for which the land was sold were assessed, and that the deed from the treasurer to the defendant, *on the face of it*, vests in him a complete title to the land in controversy.

11th. That if the jury believe the testimony of Robert Quay, sen., Robert Quay, jr., and Joseph F. Quay, neither of them were the agents of Jacob Fox, under whom the plaintiffs claim, when Robert Quay, jr., in 1828, called on Harris to attempt to redeem the tract of land in dispute. Therefore plaintiffs cannot recover.

WM. W. POTTER,
SAMUEL HEPBURN,
Attorneys for defendant.

WILLIAMSPORT, *Oct.* 7, 1836.

On the back of the paper addressed to the court and containing the aforesaid points of the def'ts counsel, it is thus endorsed: "Exception to charge before verdict." Filed October 8, 1836.

T. IRWIN, *D. J.*

[*Answer to defendant's points.*]

WOLCOTT'S LESSEE, *vs.* HEPBURN.

1st. This instruction refused.

2d. So far as it is necessary to the issue trying the legal effect of the deed of partition, of the 26th March, 1825, is noticed in answer to the 6th instruction of the plaintiff's counsel. The deed of partition of the 12th of March, 1825, and the possession which it is alleged was taken in accordance with the deeds, cannot vary that construction.

3d. The Supreme Court have in effect decided this point. "Mrs. Scarrow's interest remained undivided till the deed of confirmation of the 8th September, 1832." The partition of March, 1825, was not binding upon her till then, and although Robert Quay and wife cannot now impeach its validity, they held, until then, an undivided interest in the land in question.

4th. This instruction is refused, on the authority of the decision, in 10 Pet., 22.

5th. Quay and wife, and Fox and wife, and their alienees, were estopped from questioning the validity of the partition of 1825, after they were legally accepted by all the parties to them, and the various deeds and letters of attorney referred to derive their validity from that acceptance.

6th. Instruction refused.

7th & 8th. A redemption of land sold for taxes, under the act of 1815, can only be made by the owner, his heirs or assigns, or legally authorized agent or representative, or by a person acting for

the owner, with his subsequent ratification. If Quay was not the owner or part owner, or the agent of the owner, the alleged offer to redeem made by him or his son, not so ratified, has no validity, and the plaintiff, in such case, could not recover. But Quay's interest in the land was not divested at the time he caused an offer to be made to redeem, and that offer cannot, therefore, be legally regarded as in fraud of any person's rights.

9th. The offer to redeem must be of the nature here stated; but from the testimony of Robert Quay, and other witnesses to the same point, the tender made was sufficient under the saving clause of the act of March, 1815.

10th. This instruction given.

11th. This instruction given, except the concluding words, "therefore the plaintiff cannot recover."

Endorsed, "Filed October 8, 1836."

WOLCOTT'S LESSEE *vs.* HEPBURN.

It is agreed, with the assent of the court, that either party who has or shall take a bill of exceptions, shall have one month from this date to reduce such exceptions into form, and present the same to the judge for his signature and allowance.

BENJ. TILGHMAN, J. B. ANTHONY, } *Atty's for plt'ff.*
WILLIAM W. POTTER, SAMUEL HEPBURN, } *Atty's for def't.*

October 8, 1836.

Filed, October 8, 1836.

UNITED STATES, *Western district of Pennsylvania, sct:*

I certify the foregoing to be a true copy of the record in the case of Jacob Dubois, a citizen of the State of New York, lessee of Oliver S. Wolcott, a citizen of the State of Connecticut, *vs.* Andrew D. Hepburn, as the same remains in this court.

In testimony whereof I have hereunto set my hand and the seal of the said court, at Williamsport, in said district, this 28th day of April, 1837.

JAMES ARMSTRONG, *Clerk.*

ANDREW D. HEPBURN, *plaintiff in error,* *vs.* JACOB DUBOIS, *lessee of Oliver S. Wolcott, defendant in error.* } Error from the district court of the U. S. for the western district of Pennsylvania.

Writ of error, manuscript record	-	page 4a
Appeal bond, do.	-	1a
Citation service, &c., do.	-	2a
Docket entries, judgment, &c., manuscript record	-	1
Declaration in ejectment, do.	-	5
Notice to defendant (below), do.	-	6
Lease, O. S. Wolcott to J. Dubois, do.	-	7

Power of attorney, Wolcott to W. P. Farraud, manuscript record 8
Endorsement on declaration, do. 10 and 11
Defendant's plea, do. 12

[*Notice of trial.*]

Points of plaintiff in error (defendant below), manusc't rec., page 75
Answers by the court to plaintiff in error's points, do. 76 and 77
Points of defendant in error (plaintiff below), do. 74
Answers by the court to same, do. 74 and 75

Be it remembered, that in the term of October, A. D. 1830, came Jacob Dubois, a citizen of the State of New York, lessee of Oliver S. Wolcott, a citizen of the State of Connecticut, into the district court of the United States for the western district of Pennsylvania, and impleaded James Graham, a citizen of the State of Pennsylvania, with notice to Andrew D. Hepburn, a citizen of Pennsylvania, in a certain action of ejectment, in which the said plaintiff declared, (pro est nar.) and the said defendant pleaded, (pro est plea,) and thereupon issue was joined between them (pro est record.)

And afterwards, to wit, at a session of the said court, held at the district aforesaid, on the 6th day of October, A. D. 1836, the aforesaid issue between the said parties came to be tried by a jury of the said district, for that purpose duly impanneled, (pro est list of jurors,) at which day came as well the said plaintiff as the said defendant, by their respective attorneys; and the jurors of the jury aforesaid, impanneled to try the said issues, being also called, came and were then and there in due manner chosen and sworn, or affirmed, to try the said issues; and upon the said trial the counsel of the said plaintiff, (below,) to sustain the issue upon his part, produced and gave in evidence:

An exemplification of a patent from the Commonwealth of Pennsylvania to Joseph Fearon, dated the 30th day of September, 1796, and embracing the tract of land in dispute, No. 5615, surveyed in pursuance of a warrant granted to the said Joseph Fearon, and dated 19th April, 1794, containing 254 acres, and allowance—regularly signed and attested.

And the said plaintiff, (below,) further to sustain the issue on his part, gave in evidence the deposition of James Fearon—pro est a copy of the said deposition—in manuscript record, page 69, commence. of rule, &c., page 66, (so far forth as the said deposition goes to prove the pedigree of the Fearon family.)

And the said plaintiff below, further to sustain the issue upon his part, gave in evidence the following deeds and documents, viz: deed of partition, dated 26th March, 1825, from the heirs of William Fearon, deceased, to wit, Robert Quay and Sarah his wife, James Fearon and Ellen Maria his wife, Samuel Brown and Ann his wife, William Fearon and Anne his wife, to the heirs of Abel Fearon, deceased, to wit, Joseph Fearon, Elizabeth Fearon, (now Fox,) and Christopher Scarrow and Sarah his wife—pro est a copy of the said

deed, as read from the printed record of former trial, and hereunto annexed—beginning at page 23 of printed pages, to 29.

Power of attorney, dated 25th June, 1828, from Christopher Scarrow and wife to Nathaniel Nunnerly and Jacob Fox, pro est a copy of said power, as read from printed record of former trial, hereto annexed, and marked A, beginning at page 30 of printed pages, till page 35, (acknowledgment beginning page 30.)

Ratification and confirmation of the said power of attorney, dated 8th September, 1832, read from printed record of former trial, pro est copy hereunto annexed, page 35 of printed pages, and acknowledgments and depositions till in page 37.

Power of attorney C. Scarrow and wife to John Vaughn and Jacob Fox, marked B, read from printed record of former trial, and hereunto annexed, page 37 of printed pages, pro est copy of same as hereunto annexed; acknowledgment on page 36 of printed pages.

Deed of partition, dated 13th November, 1827, from Joseph Fearon and Christopher Scarrow and wife to Jacob Fox and wife, pro est the copy of said deed, as read from printed record of former trial, page 42 to 53 on printed pages hereunto annexed.

A deed dated the 16th April, 1830, from Jacob Fox and wife to Benjamin E. Valentine, pro est a copy of said deed, as read from printed record of former trial, pages 53 and 54, hereunto annexed.

A deed dated the 21st April, 1830, from Benjamin E. Valentine and wife to Matthew C. Ralston, pro est a copy of said deed, as read from printed record, &c., page 54 to 57, hereto annexed.

A deed dated the 11th September, 1830, from Matthew C. Ralston and wife to Oliver S. Wolcott, pro est a copy of the said deed, as read from printed record of former trial, page 57 to 59, and hereunto annexed.

The said plaintiff, further to sustain the issue upon his part, gave in evidence the service of the ejectment in this case, upon the 23d day of September, 1830.

Whereupon the said defendant, having confessed the lease, entry, and ouster, set forth in the declaration, admitted himself to be in the possession of the premises therein claimed; and thereupon the plaintiff (below) rested his case.

And the said defendant, (below,) to sustain and prove the issue on his part, offered and gave in evidence the following documents and deed, to wit, beginning with "defendant's tax title," at the head of page 60 on printed record of former trial, and on till page 65, inclusive, pro est copy of same, as read on the trial below, and hereunto annexed.

And thereupon the said defendant (below) rested his case.

Whereupon the said plaintiff, (below,) further to sustain the issue upon his part, gave in evidence the following written depositions, pro est copies of the said depositions in manuscript copy of record, to wit:

Deposition of Robert Quay, Esq., taken on the part of the plaintiff, (below,) 17th February, A. D. 1831, manuscript record, page 30 to 37.

Deposition of Robert Quay, Esq., taken on part of defendant, (below,) the 31st May, 1832—manuscript record, page 37 to 43.

Deposition of Robert Quay, junior, taken on the 15th day of November, 1831—manuscript record, page 44 to 47.

The said plaintiffs (below) also offered and gave in evidence, by Robert Fleming, a witness duly affirmed and examined, as follows, to wit:

Robert Fleming.—I recollect of Robert Quay, junior, going with me, or me with him, to the treasurer's office in this town. I cannot fix the time or date from recollection. There is an impression on mind that Quay, junior, gave me a line, written to me by his father, requesting me to assist his son, give him some instruction or assistance in relation to land—cannot tell what land—have a very imperfect recollection of the circumstances. I recollect of being in the office of the treasurer—cannot recollect what was done or what was said. Mr. Hepburn was keeping a store in town. Harris was treasurer. Recollect going with Quay to A. D. Hepburn's store; something was said about Fox, and exchange of land—dont recollect particulars; recollect of Quay, jr., showing us something in the shape of a letter of attorney, one that was given to him by his father; do not recollect of taking the books, or examining, nor any of the conversation. Cummings was clerk after me. Cannot say Mr. Lenhart was clerk at the time; he was clerk; think he succeeded Heylmun. I was clerk in the office, I think, three years; am acquainted with the business and practice of the commissioners' office, and also the treasurer's. The practice of the commissioners is, not to draw the order until the work is done. This is my handwriting on the back of the assessment—memorandum of check drawn by the commissioners on the treasurer for payment of the assessor, date 1825, February 1, order No. 19, amount paid assessor, $6. I made the entry when I was clerk to the commissioners, but do not know when the work was completed. The check, or order, was drawn by the commissioners, at that time, in favor of Geo. W. King.

The said plaintiff (below) also offered and gave in evidence by Henry Lenhart, a witness duly sworn and examined, as follows, to wit:

Henry Lenhart.—My recollection is very imperfect as to all that transpired at the time. I have, however, a distinct recollection of those two gentlemen coming into the office—young Mr. Quay and Robert Fleming—the commissioners' office. I was clerk in 1829, 30 or 31; was clerk when Mr. Harris was treasurer; I think Mr. Quay perhaps offered to redeem a tract of land, or wanted to do it; Mr. Harris objected; Wm. Harris refused because he was not the owner of it. In consequence of Mr. Harris refusing to receive the money in that case, I wrote on to Dr. Roberts, at Harrisburg, for a power of attorney to redeem a tract of his. My recollection is, that it was a tract Mr. A. D. Hepburn had purchased. Mr. Fleming was with Mr. Quay. Do not know whether I did or did not redeem for Dr. Roberts. It was, I think, in the spring of the year they came to the office. I think Wm. Harris was treasurer when I came into the office. I paid that amount for Mr. Roberts; (redemption book in commissioners' office shown;) redemption dated 10th October, 1828.

I was clerk when that entry was made, in 1828. It was in the spring of the year when Quay and Fleming came into the office; cannot say what year. It was previous to that entry in redemption-book.

Reads entry in redemption-book—Redemption for Roberts by Lenhart, 10th October, 1828, of a tract of land, in the warrantee name of Ludwick Thercher.

Cross-examined. My recollection is imperfect as to all that transpired, but perfect as to what I have stated. Have no recollection that Harris told Quay Fox was the owner of it. I have a faint recollection of Quay and Fleming leaving the office to go and see Mr. Hepburn.

And the said plaintiff (below,) then further to sustain the issue on his part, offered the written deposition of James Fearon, (except such part thereof as was underscored and enclosed in brackets, page 71 of manuscript record,) pro est copy of the same, page 69 manuscript record.

To the ninth interrogatory and answer in the same, as follows, to wit, pro est copy of same, page 69 manuscript record, and page 71 of same.

The said defendant, (below,) by his counsel, objected to the said interrogatory and answer being read to the jury; and the said plaintiff, (below,) by his counsel, contended that the said interrogatory and answer was legal and proper.

But the said court overruled the said objection, and permitted the said interrogatory and answer to be read to the jury; whereupon, the said defendant (below) excepted to the said decision of the court, and tendered this his bill of exceptions to the same.

The said plaintiff (below) also offered and gave in evidence, by Joseph F. Quay, a witness duly sworn and examined, as follows, to wit:

Joseph F. Quay. In 1828, in the spring of the year, our family concluded to redeem the tract of land No. 5615, knowing that Mr. Hepburn had bought it, and that it belonged to some of the heirs of Abel Fearon. I told my father to send Robert down to redeem; the time would run out in June, 1828. I afterwards removed to Centre county. Paper marked A, February 17, 1831—this is my handwriting; it appears to be a sale list; 5th September, 1827. I must have taken this extract; all in my handwriting; it is a list of lands sold for taxes, belonging to Fearon's estate; first tract is the one in question, No. 5615. I do not remember what I done with this paper. I think, when I moved away, I gave this paper to my father, for Robert to bring down with him. I pointed that tract out to him; it was the only one they intended to redeem; this we all knew. I have conversed frequently with Hepburn about this tract; he did express a wish to me that he would like to have this tract; but whether before or after his purchase at treasurer's sale, I cannot remember. I cannot recollect his conversations. I am not certain, but I think he told me had an arrangement with Fox; that he had given, or was willing to give him, some other lands for it. I think

the tract he offered was a tract on Chatham's run; cant tell what he said about it. I think one of the tracts was in the name of Lyon, or Lyons; they were tracts, I afterwards understood, belonged to Fearon's estate. I acted in behalf of Fearon's heirs, in a suit for Tanguscutack property.

Cross-examined.—Certainly I knew the tract No. 5615 was allotted to the Abel Fearon branch of the family at the time we sent Robert to redeem; I knew that at the time the deeds were exchanged in 1825. The deeds, I mean, were the deeds from Abel's heirs to William's heirs, and from William's to Abel's heirs. At the time I spoke to my father, neither myself, my father, nor my brother Robert, had any authority from Abel Fearon's heirs to redeem; I had no authority from them as to that particular tract. I had no authority from Jacob Fox, in 1828, to redeem, and know of none. I think both Curwin and Wilson died in the fall of the year of 1825. We wanted that land for the timber that was on it, for our own benefit, and calculated to give other lands for it. My father, at that time, did not claim any title to this land, in his own right, or that of his wife; we knew it belonged to some of the heirs of Abel. In 1826 my father did not claim any interest or ownership in this tract of land.

Question. From 1825, after partition, till 1828, the date of the deed given in evidence by the plaintiffs, from William Fearon's heirs to Abel Fearon's heirs, how was the possession of the lands allotted to William Fearon's heirs, and who was in possession of the same up to 1828?

Answer. Our family was in possession of some, William Fearon of some, Samuel Brown and family of others; some wild tracts we never saw.

Dont recollect that I ever paid any taxes on the unseated lands—never had any special authority to pay taxes on unseated lands; done a great deal of business for the estate, and whatever I done was ratified. I dont know what year I first heard of Jacob Fox. I think 1828 was the first knowledge I ever had of him. The first time I ever saw him was at the former trial of this suit. I wrote him a letter in 1828, when I heard there was such a man, setting forth the situation of this tract of land. I never received an answer to it, nor do I know whether ever he received it. The letter was written after the offer to redeem; but whether between the offer and & expiration of the time, I am not certain. The agreement between James Hepburn and Robert Quay is dated 18th February, 1830. That is the handwriting of Robert Quay; (the signature I mean;) he is dead. I have seen him write, in his lifetime, repeatedly. The signature to the receipt, on the back, is his handwriting, same date, 18th February, 1830. I know the handwriting of James Hepburn; I have seen him write, and believe that is his handwriting.

And the said plaintiff, further to maintain the issues on his part, gave in evidence the exemplification of a deed of release, dated the 26th day of June, 1816, from John Fearon and wife, to the heirs of Joseph Fearon: pro est copies of the said exemplification, as read from printed record of former trial, page 82.

And then the said plaintiff again rested his case.

And whereupon the said defendant (below) further to maintain the issue upon his part, offered and read in evidence the exemplification of a letter of attorney from Christopher Scarrow and wife, and Elizabeth Fearon, (now Fox,) to John Wilson, John Curwen, and Joseph Curwen: pro est copy of the said exemplification, hereunto annexed, page 104 manuscript.

[*Power of Attorney.*]

CHRISTOPHER SCARROW and wife, *to* JOSEPH CURWEN, *et al.*

To all to whom these presents shall come: Christopher Scarrow, of Cockermouth, in the county of Cumberland, in that part of the United Kingdom of Great Britain and Ireland called England, blacksmith, and Sarah his wife, late Sarah Steel, widow, and formerly Sarah Fearon, spinster; and Elizabeth Fearon, of Bothell, in the parish of Torperhon, in the said county of Cumberland, single woman; and which said Sarah Scarrow and Elizabeth Fearon are the two only daughters of Abel Fearon, late of Bothel aforesaid, yeoman, deceased, who was the brother of Joseph Fearon, late of Walnut street, in the city of Philadelphia, in the province or State of Pennsylvania, in North America, tallow-chandler and soap-boiler, also deceased, send greeting: Whereas the said Joseph Fearon lately departed this life intestate, leaving his neices, the said Sarah Scarrow and Elizabeth Fearon, and his nephew, Joseph Fearon, of the city of Philadelphia, aforesaid, tallow-chandler and soap-boiler, the brother of the said Sarah Scarrow and Elizabeth Fearon; and also the children of William Fearon, late of the State of Pennsylvania, aforesaid, also deceased, the other brother of the said Joseph Fearon, deceased, his only next of him, and as such next of kin of the said Joseph Fearon, deceased, they, the said Christopher Scarrow and Sarah his wife, in her right, and Elizabeth Fearon, have, together with the said Joseph Fearon, their said brother, and the children of the said William Fearon, deceased, become seized or possessed of, or otherwise well entitled to, diverse messuages, land, tenements, plantations, properties, and possessions, in the province or State of Pennsylvania aforesaid, and elsewhere in North America aforesaid, late the estate of the said Joseph Fearon, deceased, and all other the estate and effects whatsoever which he the said Joseph Fearon died possessed of in certain parts, shares, and proportions. And they the said Christopher Scarrow and Sarah his wife, and Elizabeth Fearon, being minded and desirous to procure the actual seizure and possession of their said respective parts, shares, and proportions, of the said messuages, lands, tenements, plantations, properties, and possessions, and to sell and dispose thereof, and convert the same into money, and to settle the accounts and the affairs of the said Joseph Fearon, deceased, with any person or persons whomsoever, and to obtain and receive from all and every person and persons whomsoever all the debts, sum and sums of money owing to, and other the estate and effects of the said Joseph Fearon, deceased, which they or any of them can or may claim or become entitled to as aforesaid, and for other good causes and consi-

derations, them the said Christopher Scarrow and Sarah his wife, and Elizabeth Fearon, hereunto moving. Know ye therefore that they, the said Christopher Scarrow and Sarah his wife, and Elizabeth Fearon, have, and each and every of them hath made, ordained, nominated, constituted and appointed, and by these presents do, and each and every of them doth, make, ordain, nominate, constitute and appoint, and in their each and every of their names, place, and stead, do, and each and every of them doth, put and depute Joseph Curwen, of the city of Philadelphia aforesaid, merchant, John Curwen, of Walnut Hill, Lower Marion township, near the city of Philadelphia aforesaid, gentleman, and John Wilson, of the United States Bank of the said city of Philadelphia, gentleman, jointly and severally, their and each and every of their true and lawful attorneys and attorney for them, and in their, each and every of their names or name, or in their or any of their own name or names, as their attorneys and attorney, and to and for their, each and every of their use and benefit, to enter into, along with or without their said brother, the said Joseph Fearon, and the said children of the said William Fearon, deceased, and take possession of their, each, and every of their respective parts, shares, and interest of, and in all and singular the said messuages, lands, tenements, plantations, properties, and possessions, in any part of North America aforesaid, or any island contiguous thereto, wherein or whereto the said Christopher Scarrow, and Sarah his wife, in her right, and Elizabeth Fearon, or any of them, have or hath any estate, right, title, or interest, as two of the next of kin, of the said Joseph Fearon, deceased, or otherwise howsoever. And also for them, the said Christopher Scarrow, and Sarah his wife, and Elizabeth Fearon, and in their, each and every of their names, or in the names of them, the said Joseph Curwen, John Curwen, and John Wilson, or any of them, or their or any of their attorneys or attorney, to put up and expose to sale, (along with or without the consent of the said Joseph Fearon, their said brother, and the children of the said William Fearon, deceased,) either in public auction or by private contract, as they the said Joseph Curwen, John Curwen, and John Wilson, or any of them, shall think proper, all their, and each and every of their respective shares, parts, and interests of, and in all and singular the said messuages, lands, tenements, plantations, properties, and possessions, with the stock, cattle, implements, tools, utensils, furniture, effects, and other things thereto belonging, and to sell and contract, and agree to sell their, and each and every of their estate, right, title, share and interest, of and in the said several premises, either entire or in parcels, to such person or persons, and his or their heirs, executors, administrators, and assigns, as shall contract or agree to become purchaser or purchasers thereof, or any part or parts thereof, for such price or prices as they, the said Joseph Curwen, John Curwen, and John Wilson, or any of them, shall, together with or without the said Joseph Fearon, and the said children of the said William Fearon, think proper to accept for the same. And in pursuance of the contracts to be made for the sale of their said parts, shares, estates, and interests, respectively, of and in the said several premises, for them the said Christopher Scarrow, and Sarah his wife, and Elizabeth Fearon, and each

and every of them, and in their, each and every of their names or name, or in their, or any of their own proper names or name, as their attorneys or attorney, and as their and each and every of their act and deed, to sign, seal, deliver, and execute, all and every such deeds, conveyances, instruments, and writings, as shall, or may be, requisite or necessary, for conveying and assuring their respective parts, shares, and interests, of and in the said several premises, and every or any part or parts thereof, to the person or persons, and his or their heirs, executors, administrators, and assigns, who shall contract or agree for the purchase thereof, or of any part thereof, and to receive the money to be paid by the purchaser or purchasers of the said several premises, or any part or parts thereof; and on receipt thereof, for them, the said Christopher Scarrow, and Sarah his wife, and Elizabeth Fearon, and each and every of them, as their, each, and every of their attorneys or attorney, as aforesaid, to sign, seal, or deliver, any receipts, releases, or other acquittances, or discharges, for the said purchase-money; and also for them, the said Christopher Scarrow, and Sarah his wife, and Elizabeth Fearon, and in their, each, and every of their names or name, or in the names or name of them, the said Joseph Curwen, John Curwen, and John Wilson, or any of them, as their, each and every of their attorneys and attorney, as aforesaid, to contract for, make, do, sign, seal, deliver and execute, all and every deed, instrument, writing, contract, receipt, agreement, matter and thing whatsoever, which shall or may be requisite or necessary for completing the seals and conveyances above mentioned, and for accomplishing the several purposes aforesaid, or any of them; and also for them, the said Christopher Scarrow and Sarah his wife, and Elizabeth Fearon, and each and every of them, or in their or any of their names or name, as their, each and every of their attorneys or attorney, but to and for their, each and every of their use and benefit, to ask, demand, sue for, and recover, and receive, of and from all and every person and persons whomsoever, liable to pay or deliver the same, all and every the goods and chattels, household goods, and furniture, stock in trade, bonds, bills, mortgages, notes, money, and securites for the money, debts, sum, and sums of money, personal estate, and effects, of what nature and kind soever, and whatsoever, and belonging, due, owing or payable to them the said Christopher Scarrow and Sarah his wife, and Elizabeth Fearon. And also, to account, agree with, and state, and settle accounts with any person or persons whatsoever, touching all or any of the matters aforesaid. And upon receipt or payment of all or any of the several matters aforesaid, or any part thereof, acquittances, releases, and discharges for the same, for them, the said Christopher Scarrow and Sarah his wife, and Elizabeth Fearon, and each and every of their names or name, or in their own names or name, as their attorneys or attorney, to sign, seal, and execute, and deliver. And, upon nonpayment thereof, or of any part thereof, in their, each and every of their names or name, or in their own names or name, as their, each, and every of their attorneys or attorney, to commence, use, sue, and prosecute, any action or actions, suit or suits, at law or in equity, or other method or expedient, for enforcing or compelling the payment

or delivery of the matters aforesaid, or any of them. And, lastly, to use, pursue, and take all such other lawful ways and means, and to do all other things for the recovering, receiving, and getting possession of their respective parts, and shares, of all the said real and personal estate and effects, as they or any of them shall judge or be advised to be proper and expedient, for the recovering and, receiving the same; and for the better accomplishing, exercising or perfecting all or any of the powers, authorities, matters or things aforesaid, one or more attorney or attorneys, under them or any of them, the said Joseph Curwen, John Curwen, and John Wilson, to appoint, and at their, or any of their pleasure, to revoke, hereby ratifying, allowing and confirming, all and whatsoever the said Joseph Curwen, John Curwen, and John Wilson, or any of them, or any attorney or attorneys to be appointed by them, or any of them, as aforesaid, shall lawfully do or cause to be done, in and about the premises, by virtue of these presents. In witness whereof, they, the said Christopher Scarrow and Sarah his wife, and Elizabeth Fearon, have hereunto set their hands and seals, the eleventh day of February, in the year of our Lord one thousand eight hundred and eleven.

CHRISTOPHER SCARROW. [SEAL.]
SARAH SCARROW. [SEAL.]
ELIZA FEARON. [SEAL.]

Signed, sealed and delivered; being first duly stamped, in the presence of

J. C. SATTERTHWAITE, *Bailiff.*
ISAAC ROBINSON, *Gent. of Cockermouth.*
JNO. FISHER, *of Cockermouth aforesaid Gent.*

The above is the power of attorney of Christopher Scarrow and Sarah his wife, and Elizabeth Fearon, mentioned and referred in the annexed affidavits of John Fisher, Thomas Hodgson, John Willis, and Mary Thompson, respectively sworn to by them before me, the eleventh day of February, one thousand eight hundred and eleven.

J. C. SATTERTHWAITE, [SEAL.]
Bailiff of the Borough of Cockermouth.

And the said defendant (below) further to maintain the issue on his part, read in evidence the exemplification of a deed of partition from the heirs of Abel Fearon, deceased, to wit, Joseph Fearon, Elizabeth Fearon, (now Fox,) Christopher Scarrow and Sarah his wife—by their attorneys, in fact, John Curwen and John Wilson; to the heirs of William Fearon deceased, to wit: William Fearon, Samuel Brown, and Ann his wife, Robert Quay, and Sarah his wife, and James Fearon, dated the 12th day of March, A. D. 1825, pro est, said exemplification hereunto annexed, page 109, manuscript.

The said defendant (below) also offered and gave in evidence, by William Fearon, a witness duly sworn and examined, as follows, to wit:

William Fearon.

I think it was on the 26th day of March, in the year 1825, that Mr. Joseph M. Fox brought his papers to my house,—these two

deeds of 1825—he came there in company with Joseph F. Quay and Esq. Crawford, of Centre county. He had both these deeds with him, and they had been signed by all the rest of the concern excepting me and my wife. We signed and acknowledged the deed at that time, and we handed it over to Mr. Joseph M. Fox; he handed me the deed from the heirs of Abel Fearon, and their attorneys. We divided the title papers and patents, each party got their own papers. I took the deed Mr. Fox gave me, from the heirs of Abel; and some short time after, took it and got it recorded in the county of Centre. I kept the title papers belonging to the William Fearon branch, in my possession; Joseph M. Fox took the title papers belonging to the other branch of the heirs with him. Joseph M. Fox brought the title papers and deeds, all of them, to my house.

I was in possession of some of these lands allotted to us, so was Samuel Brown and Robert Quay, before partition. Some of the tracts of wild land we never have had possession of; some more of them we went into possession by transfer and sale. Robert Quay took possession of one tract since, put his son-in-law on it, in the name of Thomas Burke, about three years ago. Part of the court town tract in Nittany valley, I had in possession from 1819 or —20 in part. John Quay, son of Robert, went into possession of another part of the same tract in 1827. Samuel Brown was on one since the year 1806, I think. What parts we had improvements on, we held possession of undisturbed. Robert Fearon tract 400 acres; tract Robert Ritchie, Robert Quay occupied; another tract on Scutach, called Toby's Bottom, Robert Quay occupied. Another tract, Richard Palmer, Samuel Brown occupied—the farm he lives on. Two other tracts of woodland, Robert Quay took, used them, cut timber on them for his saw-mill, warrantee names, Joseph Fearon, one 440, and the other 77 acres. Another tract in the name of Thomas Burke; some improvement made on it a number of years ago. Samuel Brown let a man by the name of Samuel Sexton live on. All these tracts they were in possession of before 1825, except one in the name of Robert Fearon, Robert Quay took. Gilbert Hays has went on to one tract since 1825—the tract in the name of Thomas Burke, about three years ago.

I have paid the taxes principally myself on our allotment, since that time, (1825,) I speak of the unseated lands—the lands allotted to William Fearon's heirs. The lands allotted to Abel's heirs I never paid any on, since the division in 1825. I paid the taxes on the lands allotted to William's heirs, for the years 1824, 1825, –6, –7, –8, and –9, to Mr. Lowrie, the treasurer of Centre county.

Some of the lands occupied and farmed by us are pretty valuable, and are productive; those that work them get the income. Samuel Brown on his farm, some years, will raise 1000 bushels a year; Robert Fearon will raise 300 or 400 bushels of grain per annum. The tract at Scutach will yield 3 or 400 bushels per year. Abel Fearon's branch received no part of these proceeds, nor asked any; our branch of the family received them amongst us. The court town tract, in the name of Robert Fearon, Mr. Quay and I divided in 1826 or –7, as near as I can recollect; it was done by surveying on the ground,

and by deed. I went into possession of one part, and Robert Quay's family into the other part; the possession has been the same up, until this suit was brought.

Cross-examined.—I did not account to any one for the rents before 1825. The other branches of our family done the same. Before 1825, and since, it was pretty much the same, as to cultivation. I never was called on to account to any one for the proceeds of the land. I think Brown and Quay were never called on to account; nor the other heirs of William Fearon. I paid the taxes for 1824, –5, –6, –7, –8, and 9, in, I think, 1830. I paid 5 or 6 years or 7. At one time, the lands had been sold for taxes, and bought in by the county. We had neglected them for some time after the partition had been made. I think there was one tract sold in this county, that was lost; I think it was sold before the division. There were two tracts sold on Queen's run for taxes. Mr. James Hepburn purchased them from us; the tracts of 77 acres, and 440 acres were sold; do not know who bought them. I did not redeem the two tracts in the name of Joseph Fearon. I think it was 1830 I redeemed the lands in Centre county; they had been bought by the commissioners; it was in the spring of 1830 I paid taxes, and in this county, in 1832 and –6.

I never saw Christopher Scarrow or his wife. I never had any communication with them by letter, or otherwise. I never saw Jacob Fox till he came there. The time Jacob Fox came to Philadelphia, is the first I heard she was married. No division had ever been made of the estate of Joseph Fearon previous to those writings in 1825. I mean the deeds of March, 1825. I do not know that ever any other division has been made since, between the heirs of Abel and William. All the heirs,—both branches were never got together on the ground and made a division. John Curwin was on these lands, explored them, and made a report; I was not on the ground with him; I never saw Curwin but once. There never was a parol division of these lands between the two branches; there never was a division by word of mouth, that I know of—never any other division than the one set forth in the deeds of March, 1825. I think James Fearon's name was at it (the deed of 1825) when I signed it. I do not know whether the deed was acknowledged by James Fearon when I signed; I might be mistaken, but I think not. The tract No. 5615, I never saw. I had not actual possession of it, either before or since the partition.

Defendants again.—My idea is, James Fearon signed it first; I might be mistaken. We proceeded in making the partition of 1825, upon the estimate of John Curwin. Joseph M. Fox made the division; we left it to him.

Question. Did or did not Mr. Joseph M. Fox hold himself out to you as the agent of the heirs of Abel Fearon, when he brought the deeds to you, and they were delivered?

Answer. He did.

Joseph F. Quay, again called by defendants, (below.)

William Fearon's family held Queen's Bottom, Tanguscutach, court town tract; these tracts were held by our family, except part of

court town tract. Samuel Brown held tract surveyed in name of Hopkins, I think—it was one of the Fearon tracts, at all events. The Thomas Burke tract was taken possession of since 1825; I had to law him off since 1825; that tract has been divided between the heirs since 1830. William Fearon has been principal paymaster of taxes since 1825; our family has paid some to him. I have seen Joseph once since he lived where he does; he was going up to see a tract that he said was allotted to him—the Rattlesnake Bottom.

The only attempt our family ever made to pay taxes for the Abel branch, was for this tract, that I remember of.

I knew Mr. Wilson and Curwin—that is, John Wilson and John Curwin, the elder, and John Curwin the younger.

And the said defendant (below) further to maintain the issue on his part, put to the said witness the following question:

"Was or was not Joseph M. Fox, Esq., the arbiter between the two families of Abel Fearon and William Fearon, in making the allotment of the lands?"

Whereupon the said plaintiff (below) by his counsel, then and there objected to the said question, and insisted that the witness should not answer the same.

And the said defendant (below) contended that the said question was legal and proper to be answered, and insisted upon having the answer of the said witness thereto. But the said court overruled and rejected the said question, and refused to permit the witness to answer the same. Whereupon the said defendant excepted to the said decision of the court, and tendered this his bill of exceptions to the same.

Cross-examined.—As to tract No. 5615, I guess Jacob Fox and wife never had possession of it actually—his wife never saw it. C. Scarrow and wife never had actual possession to my knowledge, of any of the lands belonging to Fearon's estate—they were not personally in possession—they never were in America. We had possession of the tracts I speak of before 1825—so had Fearon and Brown. Abel's heirs never got any rents before 1825, and never asked any, that I know of. There was nothing said about that matter in 1825.

And the said defendant (below) further to sustain the issue on his part, gave in evidence the following deeds and documents, to wit:

Articles of agreement between Jacob Fox and wife, and Benjamin E. Valentine, dated December 4, 1829.

Pro est copy of the same as read from printed record of the former trial, on printed sheets page 94 and 96.

Also articles of agreement between William Wilson, Daniel Graffius, Benjamin E. Valentine, and Matthew C. Ralston, dated 22d April, 1830. Pro est copy of the same as read from printed record of former trial, page 90 and 92.

Also articles of agreement between C. Scarrow and wife, by their attorney in fact, Jacob Fox, and Benjamin E. Valentine, dated 4th December, 1829. Pro est copy of the same as read from printed record of former trial, page 96 and 97.

A deed. Christopher Scarrow and wife to Benjamin E. Valentine, dated 16th April, 1830. Pro est copy of the same hereunto annexed, manuscript page 121.

An article of agreement between Robert Quay and James Hepburn, dated February 18, 1830. Pro est copy of the same hereunto annexed, manuscript page 125.

A deed. Robert Quay and Sarah his wife, to James Hepburn, dated July 3, 1830. Pro est copy of the same as hereunto annexed, manuscript page 126.

A deed. Samuel Brown and Ann, his wife, to Robert Quay, dated September 18, 1827. Pro est copy of the same hereunto annexed, manuscript page 132.

A deed. Robert Quay and Sarah his wife, to William Fearon, dated 31st May, 1830. Pro est copy of the same hereunto annexed, Pro est copy of the same hereunto annexed, manuscript page 136.

A deed. William Fearon and Ann his wife, to Robert Quay, for lands in Centre county, and dated the 3d day of June, 1830. Pro est copy of the same hereunto annexed, manuscript page 140.

Also a letter of attorney. James Fearon and wife to William Fearon, dated May 19, 1831. Pro est a copy of the same hereunto annexed, manuscript page 144.

A deed. William Fearon, attorney in fact of James Fearon and wife, to James Hepburn, dated 3d September, 1831. Pro est a copy of the same hereunto annexed, manuscript page 146.

A deed. William Fearon and wife to Robert Quay, for lands in Lycoming county, dated June 3, 1830. Pro est a copy of the same, hereunto annexed, manuscript page 152.

A deed. William Fearon and wife to Robert Quay, dated 3d June, 1830. Pro est a copy of the same hereunto annexed, manuscript page 158.

A deed, dated 2d June, 1830. Samuel Brown and wife to Bobert Quay. Pro est a copy of the same hereunto annexed, manuscript page 162.

A deed, dated 24th March, 1830. Joseph Fearon to William L. Hirst. Pro est a copy of the same hereunto annexed, manuscript page 168.

And the said defendant, (below) further to sustain the issue on his part, gave in evidence the written deposition of William Harris, except such part thereof as was enclosed in brackets, viz: the second question and answer, which was not read. Pro est copy of the said deposition annexed, manuscript record, page 48 to 51.

And the said defendant, (below) further to maintain the issue on his part, offered and read the entries in the Philadelphia book of William Harris, the treasurer, and as referred to in his said deposition. Pro est copy of the same hereunto annexed, manuscript page 180.

And the said defendant, (below) further to maintain the issue on his part, offered and read from the book of the treasurer of Lycoming county, Thomas W. Lloyd, a receipt for the payment of taxes on the tract of land in dispute, No. 5615, for the years 1826, '27, '28, and '29. Pro est copy of the same entry as follows, two wit:

No.	QUANTITY.	WARRANTEE.	OWNER.	TOWNSHIP.	COUNTY TAX.				ROAD TAX.				
					1826	1827	1828	1829	1826	1827	1828	1829	
5615	254	Joseph Fearon	A. D. Hepburn	Dunstable	95	95	95	95	95	95	95	95	$7 60

Received, September 15, 1829, of Andrew D. Hepburn, seven dollars and sixty cents, in full of county and road taxes, for Lycoming county, on the above tract of land, for the years 1826, 1827, 1828, and 1829.

THOMAS W. LLOYD, *Treasurer.*

The defendant also offered and gave in evidence by James H. Hepburn, a witness duly sworn and examined, as follows, viz:

James H. Hepburn.

In December, 1828, or January, 1829, I was in the stage coming from Armstrong county to this place. A man by the name of Jacob Fox got into the stage at Bellefonte, or at Snyders. Mr. Fox heard my name mentioned, and asked me whether I was a connexion of Andrew D. Hepburn, of this place. I told him I was. He mentioned to me Mr. Hepburn had bought some of his lands for taxes some time before that, and that he had treated him more generously than any one who had bought his lands. Among other conversations, he mentioned that the time of redemption had expired; that Mr. Quay had called on the treasurer for the purpose of redeeming those lands, or one tract of them, particularly the one in dispute; that Mr. Quay had no authority from him to redeem that land; that he never was his agent in any way, and that he believed he only wanted to get possession of the land to take the timber off. That is all the conversation I ever had with him in relation to this business of Mr. Quay. He left the State shortly after, but called at my father's for a cloak for a gentleman, I believe, that was with him. I have not seen him since.

Cross-examined.—The defendant is my father. This was a new matter to me. I knew nothing of the sale or purchase. I lived in Armstrong county. Mr. Fox said in another conversation that my father had generously given him another tract of land valued higher in their estimate-book than the one he retained, and that he had or was going to put that tract in the care of Jacob Snyder or some other person. He said the tract father gave him was valued higher in their estimate-book. He called it their estimate-book—mentioned our estimate-book. Cannot say he was speaking of Joseph Fearon's heirs.

The defendant also offered and gave in evidence by John McDonald, a witness duly sworn and examined, as follows, viz:

John McDonald.

I had several conversations with Robert Quay the elder. I worked on this tract of land when I first came to this county. He told me he was not the owner of the land; that he wanted to make it his own by some honest means. It belonged, he said, to the other heirs. When he sent his son down to redeem, he said he knew it was not his; it was handy to his saw-mill. He said he was no agent, and wanted to make the land his own.

Cross-examined.—This conversation was in 1830.

Thereupon the defendant rested his case.

The said plaintiff, (below) further to sustain the issue upon his part, offered and read the following testimony and depositions:

The testimony of William Harris, as taken in open court on the former trial of this cause, read from printed record. Pro est same as hereunto attached in printed pages—page 84 to 86.

The said plaintiff (below) then read the written deposition of Jacob Fox. Pro est copy of the same in manuscript record, page 61 to 65.

Also, record paper marked A, as referred to in said deposition. Pro est copy of the same in manuscript record, page 65.

The said plaintiff (below) also read the testimony of Jacob Fox, as taken in court on the former trial. Pro est same as read from printed record hereunto attached, beginning on page 81 and 82.

The said plaintiff (below) also read from the redemption-book of the treasurer of Lycoming county, the receipt of William Harris, treasurer, for redemption of two tracts of land, as also said Joseph Fearon receipt to him for same payment, as follows, to wit:

NO.	QUANTITY.	WARRANTEE.	OWNER.	PURCHASER.	TOWNSHIP.	TAX.	COST.	TOTAL.
5680	441	Joseph Fearon -	Joseph Fearon -	Peter Bier -	Dunstable, -	3 30	3 62½	$6 92½
3884	77.88	Joseph Fearon -	Joseph Fearon -	Peter Bier -	Dunstable, -	56	3 62½	4 18½

Received, February 8, 1828, of Joseph Fearon, eleven dollars and eleven cents, in full of tax and cost of sale on the above redemption, and two dollars and seventy-seven cents, in full for per centage on the above redemption, for the use of the purchaser.

WILLIAM HARRIS, *Treasurer*,

$11 11 tax and cost.
2 77 per centage.

$13 88

Received, May 25, 1830, of William Harris, late treasurer of Lycoming county, thirteen dollars and eighty-eight cents, the amount paid by me to redeem the two above described tracts of land, No. 5680 and 3884, but which was paid by me in mistake, as those tracts was not owned by me, nor had I any authority from the owner or owners, or any other person to redeem them.

JOSEPH FEARON,

Witness—W. L. HIRST,

$13 88

The said plaintiff, (below) further to sustain the issue upon his part, offered and read the deposition of Robert Quay, junior, taken in Ohio, the 26th day of September, 1836. Pro est copy of the same, manuscript record, page 52 to 58.

The plaintiff (below) also offered and gave in evidence by Henry Yost, a witness sworn and examined, as follows, to wit:

Henry Yost.

I cannot recollect when Mr. Hepburn and I had any conversation with Mr. Hepburn about this tract. I saw him after it was sold, and he told me John Caldwell had bought it at commissioner's sale. He told me he was not at home at the commissioner's sale. I wanted him to get it from Caldwell; dont know that he said he would; afterwards he said he had got it from Caldwell. This conversation took place about six months after the tract had been sold; not certain how long; cant tell how long after he told me he bought from Caldwell.

And thereupon the said plaintiff (below) again rested his case.

And the said defendant (below) further to sustain the issue upon his part, offered and read a mortgage, dated 16th April, 1830, from Benjamin E. Valentine to Jacob Fox: pro est copy of same hereunto attached. Manuscript, page 172.

The said defendant (below) then examined as a witness James Armstrong, Esq., who being duly sworn, deposed as follows, to wit:

James Armstrong.

I knew Joseph Fearon, that is his signature and handwriting to that letter, dated at Philadelphia, July 26th, 1830. Pro est letter hereunto annexed. Manuscript, page 176.

Defendant then offers to read the said letter of Joseph Fearon to William Harris, Esq., dated at Philadelphia, July 26th, 1830: pro est letter hereunto annexed. Page 176 manuscript.

The said plaintiff, by his counsel, objected to the said letter offered in testimony, and insisted that the same should not be read in evidence in this cause.

The said defendant, by his counsel, contended that the said testimony was legal and proper, and insisted upon its being given in evidence.

But the said court overruled and rejected the said letter, and would not permit the same to be read.

Whereupon the said defendant excepted to the said decision of the court, and then tendered this his bill of exceptions.

The said defendant (below) further to sustain the issue on his part, offered the original receipt of William Harris, treasurer, to Joseph Fearon, dated the 8th February, 1828, accompanied with the evidence of James Armstrong, Esq., that it was the original receipt in the handwriting of William Harris, and that the entry in the redemption book of the treasurer, (pro est same hereunto annexed, page 177,) was made by said Harris, in mistake: (pro est copy of said receipt hereunto annexed. Page in manuscript 177.)

Whereupon the said plaintiff, by his counsel, objected to the said receipt, &c., as offered in evidence, and insisted that the same should not go to the court and jury in this cause.

The said defendant, by his counsel, contended that such testimony was legal and proper, and insisted upon its being given in evidence.

But the said court overruled the said offer of the said receipt and testimony, and refused to let the same be given in evidence by the said defendant.

Whereupon the said defendant excepted to the said decision of the court, and then tendered this his bill of exceptions to the same.

The said defendant (below) further to sustain the issue on his part, then produced and examined as a witness Joseph J. Wallis, Esq., who being duly affirmed, says as follows, to wit:

Joseph J. Wallis, Esq.

I was treasurer of this county for three years. This statement of taxes was made out by the clerk of the commissioners, Joseph Foulke. Lands purporting to belong to the heirs of Joseph Fearon's estate, dated 3d October, 1812. Mr. Hepburn was going to Philadelphia, he was a merchant, and I sent this statement to Philadelphia, with the order; and when Mr. Hepburn returned, he accounted with me for the money. I sent other statements with him at the same time. Those entries were made by me, and the receipts. It was customary for the treasurer to send down statements of that kind for collection, when they did not go themselves.

Entries referred to in the above testimony of Joseph J. Wallis, read from treasurer's book, pages 18 and 19. Pro est copies of same hereunto annexed. Manuscript page 178-9.

And thereupon the evidence was closed on both sides.

[*Power of Attorney.*]

CHRISTOPHER SCARROW and wife, *to* JOSEPH CURWEN, *et al.*

To all to whom these presents shall come Christopher Scarrow, of Cockermouth, in the county of Cumberland, in that part of the United Kingdom of Great Britain and Ireland called England, blacksmith, and Sarah his wife, late Sarah Steel, widow, and formerly Sarah Fearon, spinster; and Elizabeth Fearon, of Bothel, in the parish of Torpenhon, in the said county or Cumberland, single woman; and which said Sarah Scarrow, and Elizabeth Fearon, are the two only daughters of Abel Fearon, late of Bothel, aforesaid, yeoman, deceased, who was the brother of Joseph Fearon, late of Walnut street, in the city of Philadelphia, in the province or State of Pennsylvania, in North America, tallow-chandler and soap-boiler, also deceased—send greeting: Whereas the said Joseph Fearon lately departed this life, intestate, leaving his nieces, the said Sarah Scarrow, and Elizabeth Fearon, and his nephew, Joseph Fearon, of the city of Philadelphia aforesaid, tallow-chandler and soap-boiler, the brother of the said Sarah Scarrow, and Elizabeth Fearon; and also the children of William Fearon, late of the State of Pennsylvania aforesaid,

also deceased, the other brother of the said Joseph Fearon, deceased, his only next of kin, and as such next of kin, of the said Joseph Fearon deceased. They, the said Christopher Scarrow, and Sarah his wife, in her right, and Elizabeth Fearon, have, together with the said Joseph Fearon, their said brother, and the children of the said William Fearon, deceased, become seized or possessed of, or otherwise well entitled to diverse messuages, land, tenements, plantations, properties, and possessions, in the province or State of Pennsylvania, aforesaid, and elsewhere in North America aforesaid, late the estate of the said Joseph Fearon, deceased, and all other the estate and effects whatsoever, which he, the said Joseph Fearon, died possessed of, in certain parts, shares, and proportions. And they, the said Christopher Scarrow, and Sarah his wife, and Elizabeth Fearon, being minded and desirous to procure the actual seizure and possession of their said respective parts, shares, and proportions, of the said messuages, lands, tenements, plantations, properties and possessions, and to sell and dispose thereof, and convert the same into money, and to settle the accounts and the affairs of the said Joseph Fearon, deceased, with any person or persons whomsoever, and to obtain and receive from all and every person and persons whomsoever, all the debts, sum and sums of money, owing to, and other the estate and effects of the said Joseph Fearon, deceased, which they or any of them can or may claim, or become entitled to, as aforesaid, and for other good causes and considerations, them, the said Christopher Scarrow, and Sarah his wife, and Elizabeth Fearon, hereunto moving. Know ye, therefore, that they, the said Christopher Scarrow, and Sarah his wife, and Elizabeth Fearon, have, and each and every of them hath, made, ordained, nominated, constituted, and appointed, and by these presents do, and each and every of them doth, make, ordain, nominate, constitute, and appoint, and in their, each and every of their names, place and stead, do, and each and every of them doth, put and depute Joseph Curwen, of the city of Philadelphia aforesaid, merchant, John Curwen of Walnut hill, Lower Marion township, near the city of Philadelphia aforesaid, gentleman; and John Wilson, of the United States Bank, of the said city of Philadelphia, gentleman; jointly and severally, their and each and every of their true and lawful attorneys and attorney, for them and in their, each, and every of their names or name, or in their or any of their own name or names as their attorneys and attorney, and to and for their each and every of their use and benefit, to enter into along with or without their said brother, the said Joseph Fearon, and the said children of the said William Fearon, deceased, and take possession of their, each and every of their respective parts, shares, and interest, of and in all and singular the said messuages, lands, tenements, plantations, properties, and possessions, in any part of North America aforesaid, or any island contiguous thereto, wherein or whereto the said Christopher Scarrow, and Sarah his wife, in her right, and Elizabeth Fearon, or any of them, have or hath any estate, right, title, or interest, as two of the next of kin of the said Joseph Fearon, deceased, or otherwise howsoever. And also for them, the said Christopher Scarrow, and

Sarah his wife, and Elizabeth Fearon, and in their, each and every of their names, or in the names of them, the said Joseph Curwen, John Curwen, and John Wilson, or any of them, as their or any of their attorneys or attorney, to put up and expose to sale (along with, or without the consent of the said Joseph Fearon their said brother, and the children of the said William Fearon, deceased,) either in public auction or by private contract, as they, the said Joseph Curwen, John Curwen, and John Wilson, or any of them, shall think proper, all their, and each and every of their respective shares, parts, and interests, of and in all and singular the said messuages, lands, tenements, plantations, properties and possessions, with the stock, cattle, implements, tools, utensils, furniture, effects, and other things thereto belonging, and to sell and contract, and agree to sell their and each and every of their estate, right, title, share, and interest, of and in the said several premises, either entire or in parcels, to such person or persons, and his or their heirs, executors, administrators, and assigns, as shall contract or agree to become purchaser or purchasers thereof, or any part or parts thereof, for such price or prices as they, the said Joseph Curwen, John Curwen, and John Wilson, or any of them, shall together, with or without the said Joseph Fearon, and the said children of the said William Fearon, think proper to accept for the same. And in pursuance of the contracts to be made for the sale of their said parts, shares, estates, and interests, respectively, of and in the said several premises, for them, the said Christopher Scarrow, and Sarah his wife, and Elizabeth Fearon, and each and every of them, and in their, each and every of their names or name, or in their or any of their own proper names or name, as their attorneys or attorney, and as their and each and every of their act and deed to sign, seal, deliver, and execute all and every such deeds, conveyances, instruments, and writings, as shall or may be requisite or necessary for conveying and assuring their respective parts, shares, and interests of, and in the said several premises, and every or any part or parts thereof, to the person or persons, and his or their heirs, executors, administrators, and assigns, who shall contract or agree for the purchase thereof, or of any part thereof, and to receive the money to be paid by the purchaser or purchasers of the said several premises, or any part or parts thereof; and on receipt thereof, for them, the said Christopher Scarrow, and Sarah his wife, and Elizabeth Fearon, and each and every of them, as their, each and every of their attorneys or attorney as aforesaid, to sign, seal, or deliver any receipts, releases, or other acquittances or discharges, for the said purchase-money, and also for them, the said Christopher Scarrow, and Sarah his wife, and Elizabeth Fearon, and in their, each and every of their names or name, or in the names or name of them, the said Joseph Curwen, John Curwen, and John Wilson, or any of them, as their, each and every of their attorneys and attorney as aforesaid, to contract for, make, do, sign, seal, deliver, and execute, all and every deed, instrument, writing, contract, receipt, agreement, matter and thing whatsoever, which shall or may be requisite or necessary for completing the seals and conveyances above mentioned, and for accomplishing the several pur-

poses aforesaid, or any of them, and also for them, the said Christopher Scarrow, and Sarah his wife, and Elizabeth Fearon, and each and every of them, or in their or any of their names or name, as their, each and every of their attorneys or attorney, but to and for their each and every of their use and benefit to ask, demand, sue for, and recover, and receive, of and from, all and every person and persons whomsoever, liable to pay or deliver the same, all and every the goods and chattels, household goods, and furniture, stock in trade, bonds, bills, mortgage, notes, money, and securities for the money, debts, sum and sums of money, personal estate, and effects, of what nature and kind soever, and whatsoever, belonging, due, owing, or payable to them, the said Christopher Scarrow, and Sarah his wife, and Elizabeth Fearon. And, also, to account, agree with, and state and settle accounts with any person or persons whatsoever, touching all or any of the matters aforesaid. And upon receipt or payment of all or any of the several matters aforesaid, or any part thereof, acquittances, releases, and discharges for the same, for them, the said Christopher Scarrow, and Sarah his wife, and Elizabeth Fearon, and each and every of them, and in their each and every of their names or name, or in their own names or name, as their attorneys or attorney, to sign, seal, execute and deliver, and upon non-payment thereof, or of any part thereof, in their, each and every of their names or name, or in their own names or name, as their, each and every of their attorneys or attorney, to commence, use, sue and prosecute, any action or actions, suit or suits, at law or in equity, or other method or expedient for enforcing or compelling the payment or delivery of the matters aforesaid, or any of them: and, lastly, to use, pursue and take all such other lawful ways and means, and to do all other things for the recovering, receiving, and getting possession of their respective parts and shares, of all the said real and personal estate and effects, as they or any of them shall judge or be advised to be proper and expedient for the recovering and receiving the same; and for the better accomplishing, exercising, or perfecting all or any of the powers, authorities, matters or things aforesaid, one or more attorney or attorneys, under them or any of them, the said Joseph Curwen, John Curwen, and John Wilson, to appoint, and at their or any of their pleasure to revoke, hereby ratifying, allowing, and confirming all and whatsoever the said Joseph Curwen, John Curwen, and John Wilson, or any of them, or any attorney or attorneys to be appointed by them, or any of them as aforesaid, shall lawfully do or cause to be done, in and about the premises, by virtue of these presents.

In witness whereof they, the said Christopher Scarrow, and Sarah his wife, and Elizabeth Fearon, have hereunto set their hands and seals, the eleventh day of February, in the year of our Lord one thousand eight hundred and eleven.

CHRISTOPHER SCARROW. [SEAL.]
SARAH SCARROW. [SEAL.]
ELIZA. FEARON. [SEAL.]

Signed, sealed and delivered, being first duly stamped, in the presence of—

J. C. SATTERTHWAITE, *Bailiff.*
ISAAC ROBINSON, *Gent., of Cockermouth.*
JNO. FISHER, *of Cockermouth aforesaid, gent.*

The above is the power of attorney of Christopher Scarrow and Sarah his wife, and Elizabeth Fearon, mentioned and referred to in the annexed affidavits of John Fisher, Thomas Hodgson, John Willis, and Mary Thompson, respectively sworn to by them, before me, the eleventh day of February, one thousand eight hundred and eleven.

J. C. SATTERTHWAITE, [SEAL.]
Bailiff of the borough of Cockermouth.

[STAMP.] Thomas Hodgson, of Bothel, in the parish of Torpenhon, in the county of Cumberland, in that part of the United Kingdom of Great Britain and Ireland called England, gentleman, maketh oath and saith, that he, this deponent, knows and is well acquainted with Sarah, now the wife of Christopher Scarrow, of the borough of Cockermouth, in the said county of Cumberland, blachsmith, late Sarah Steel, widow, and formerly Sarah Fearon, spinster; and Elizabeth Fearon of Bothel aforesaid, single woman, respectively named in the power of attorney hereunto annexed, and hath known them from their infancies, respectively; and that the said Sarah, the wife of the said Christopher Scarrow, and Elizabeth Fearon, are the two daughters of Abel Fearon, late of Bothel aforesaid, yeoman, deceased, in the said power of attorney also named. And this deponent also saith, that he knew and was well acquainted with the said Abel Fearon for several years preceding his death. And this deponent further saith, that the said Abel Fearon died at a place called Barugh, in the parish of Wigton, in the said county, distant seven miles or thereabout from Bothel aforesaid, on or about the twenty-eighth day of April, one thousand eight hundred and nine, where he had resided for two years or thereabouts previous to his death, as this deponent hath been informed and believes. And this deponent further saith that the said Abel Fearon was buried at the parish church of Torpenhon, near Bothel aforesaid, on the thirtieth day of the said month of April, and that the following is a copy of the register of the burial of the said Abel Fearon, examined and compared by him, this deponent, with the register of the burial of the parish church of Torpenhon aforesaid, on the tenth of February, instant, one thousand eight hundred and eleven.

"Burials, 1809, page 23. Abel Fearon, of the parish of Wigton, was buried April 30th, aged 83 years."

THOMAS HODGSON. [SEAL.]

I do hereby certify that the above named Thomas Hodgson was duly sworn to the truth of the above affidavit at the borough of Cockermouth, in the said county of Cumberland, the eleventh day of Feb-

ruary, in the year of our Lord one thousand eight hundred and eleven, before me, James Clark Satterthwaite, Esquire, bailiff and chief magistrate of the said borough of Cockermouth.

In testimony whereof I have, pursuant to the statute in that case made and provided, hereunto set my hand and the common seal of the said borough of Cockermouth, the said eleventh day of February, in the year of our Lord one thousand eight hundred and eleven.

J. C. SATTERTHWAITE,
Bailiff of the borough of Cockermouth.

[STAMP.] John Fisher, of the borough of Cockermouth, in the county of Cumberland, in that part of the United Kingdom of Great Britain and Ireland called England, gentleman, maketh oath and saith that he, this deponent, was present and did see Christopher Scarrow, of the borough of Cockermouth, aforesaid, blacksmith, and Sarah his wife, and Elizabeth Fearon, of Bothel, in the parish of Torpenhon in the said county of Cumberland, single woman, respectively named in the power of attorney hereunto annexed, on the eleventh day of February, instant, one thousand eight hundred and eleven, severally duly sign and seal, and as their, each and every of their acts and deeds, deliver the said power of attorney hereunto annexed, and that the names Christopher Scarrow, Sarah Scarrow, and Eliza Fearon, set and subscribed to the said power of attorney as the parties executing the same, are of the proper handswriting of the said Christopher Scarrow and Sarah his wife, and Eilzabeth Fearon, respectively; and that this deponent and James Clark Satterthwaite, bailiff and chief magistrate of the borough of Cockermouth, aforesaid, esquire, and Isaac Robinson, of the same place, gentleman, are the subscribing witnesses to the due execution of the said power of attorney hereunto annexed, and that the names of James C. Satterthwaite, Isaac Robinson, and John Fisher, set and subscribed hereto, are the proper handswritings of the said James Clark Satterthwaite, Isaac Robinson, and this deponent respectively.

JOHN FISHER.

[SEAL.] I do hereby certify that the above named John Fisher was duly sworn to the truth of the above affidavit, at the borough of Cockermouth, in the said county of Cumberland, the eleventh day of February, in the year of our Lord one thousand eight hundred and eleven, before me, James Clark Satterthwaite, esquire, bailiff and chief magistrate of the said borough of Cockermouth.

In testimony whereof, I have (pursuant to the statute in that case made and provided) hereunto set my hand and the common seal of the said borough of Cockermouth, the said eleventh day of February, in the year of our Lord one thousand eight hundred and eleven.

J. C. SATTERTHWAITE,
Bailiff of the borough of Cockermouth.

[SEAL.] Recorded in the office for recording of deeds, &c., for the city and county of Philadelphia, in letter of attorney book, J. C. 1, page 252, &c. Witness my hand and seal of office, this 20th of July, A. D. 1812.

JAMES C. ARSON, *Recorder.*

PENNSYLVANIA, *Centre county, ss:*

I, William C. Welch, register, &c., in and for the county of Centre, do certify that the above and foregoing power of attorney, and the papers thereon and thereto attached and annexed, of Christopher Scarrow and wife, to Joseph Curwen, et al., are true and exemplified copies of the originals, as remains of record in this office, recorded in deed book G., page 284, &c. Certified under my hand and seal of office, at Bellefonte, this 26th day of August, Anno Domini 1836.

[SEAL.]

W. C. WELCH, *Recorder.*

Fees $0 50, paid.

117. DEED.—*Joseph Fearon and others to William Fearon and others.*

Whereas Joseph Fearon, late of the city of Philadelphia, tallow-chandler, died intestate, on the twenty-fifth day of April, one thousand eight hundred and ten, seized and possessed of the hereinafter described real estate, leaving neither widow nor lawful issue but the children of his brothers, William Fearon and Abel Fearon, who are the legal heirs and representatives of the said Joseph Fearon. Now know ye that Joseph Fearon, of the county of Philadelphia, tallow-chandler, and Elizabeth Fearon, of the Bothell, in the county of Cumberland, England, and Christopher Scarrow and Sarah his wife, late Sarah Steel, widow, formerly Sarah Fearon, of Cockermouth, in the county of Cumberland, England, the heirs and legal representatives of Abel Fearon, deceased, by John Curwen, of Walnut hill, Lower Marion township, near the city of Philadelphia, and J. Wilson, of Lower Marion township aforesaid, attorneys in fact of Elizabeth Fearon and Christopher Scarrow and Sarah his wife, above mentioned, duly constituted by letter of attorney, dated the eleventh day of February, one thousand eight hundred and eleven, recorded in the office for recording of deeds, &c., for the city and county of Philadelphia, in letter of attorney book, J. C. 1, page 252, &c., and also recorded in the office for recording of deeds, &c., for the county of Centre, in book G, page 284, &c., for and in consideration of a quantity of land, estimated equal in value to that hereinafter described to be conveyed by a like release, executed by the heirs and legal representatives of William Fearon, deceased, and for the sum of one dollar, lawful money of the United States, to them in hand paid, at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have remised, released, and forever quit claimed, and by these presents do, for themselves and their heirs, remise, release, and forever quit claim unto William Fearon, of Centre county, in the State of Pennsylvania, farmer, Samuel Brown and Ann his wife, late Ann Fearon, of the same county and State, Robert Quay and Sarah his wife, late Sarah Fearon, of Lycoming county, in the same State, and James Fearon, of the city of Philadelphia, tallow-chandler, children and legal representatives of William Fearon, deceased, and to their heirs and assigns forever, all

the estate, right, title, interest, property, claim, and demand whatsoever, of them, the said Joseph Fearon and Elizabeth Fearon, and Christopher Scarrow and Sarah his wife, of, in, or to the following tracts or pieces of land, with the appurtenances, to wit: all that certain tract of land called Queen's run, situate on the north side of the west branch of the Susquehanna river, about half a mile above the Muncy town, in the county of Lycoming, in the State of Pennsylvania, surveyed in pursuance of a warrant granted to Robert Ritchey, No. 661, dated 12th October, 1785, containing one hundred and forty-four acres, and allowance, and patented to Joseph Fearon aforesaid, deceased, on the 13th day of November, 1787, enrolled in the rolls office of the State of Pennsylvania, in patent book No. 11, page 455; also, a certain other tract of land called Cool Grang, situate on Tangascutack creek, in the county of Lycoming, surveyed in pursuance of a warranted granted to John Fearon, dated 11th of October, 1785, containing two hundred acres, and allowance, and patented to Joseph Fearon aforesaid, deceased, on the 3d day of December, 1787, enrolled in the rolls office of the State of Pennsylvania, in patent book No. 12, page 70; also, a certain other tract of land called Toby's Meadows, situate on the south side of the west branch of the river Susquehanna, including the mouth of Tangascutach creek, about eight miles above the great island, in the county of Lycoming, surveyed in pursuance of a warrant granted to John Palmer, containing one hundred and seventy acres, and allowance, patented to Joseph Jacob Wallis, David Lenose, and Abraham Lukens, executors of the last will and testament of John Lukens, deceased, and their heirs, in trust for the uses therein mentioned, on the 20th day of August, 1790, enrolled in the rolls office of the State of Pennsylvania, in patent book No. 16, page 373, and which the said David Lenose, surviving executor of the said last will and testament, by indenture bearing date the 31st of December, 1804, for the consideration therein mentioned, granted and conveyed to Daniel Smith, his heirs and assigns, and which the said Daniel Smith, and Cassandra his wife, by indenture bearing date the first day of August, 1809, granted and conveyed unto Joseph Fearon, aforesaid, deceased, and to his heirs and assigns; which said indenture is recorded in Centre county, in book C, page 316, &c., reference being thereunto had will more fully appear; also, a certain other tract of land called Derry, situate Lycoming county, surveyed in pursuance of a warrant granted to the said Joseph Fearon, deceased, dated 6th May, 1785, containing containing four hundred and five acres, and allowance, and patented to the said Joseph Fearon, deceased, the 13th day of October, 1787, enrolled in the rolls office of the State of Pennsylvania, in patent book No. 11, page 282, &c.; also, a certain other tract of land called St. Mary's, situate in Lycoming county, surveyed in pursuance of a warrant granted to Mary McClean, dated 7th of April, 1794, containing three hundred and ninety-two acres one hundred and thirty-six perches, and allowance, and patented to Joseph Fearon, aforesaid, deceased, on the 30th day of April, 1796, enrolled in the rolls office for the State of Pennsylvania, in patent book No. 27, page 467; also, a

certain other tract of land called Kilkenny, situate in Lycoming county, surveyed in pursuance of a warrant granted to William Fearon, dated the 6th day of May, 1785, containing three hundred and ninety-two acres and three quarters, and allowance, and patented to the said William Fearon the 13th day of October, 1787, enrolled in the rolls office of the State of Pennsylvania, in patent book No. 11, page 282; also, a certain other tract of land called Fotheringay, situate above Queen's run, in Lycoming county, surveyed in pursuance of a warrant, No. 3884, dated 19th of June, 1793, granted to the said Joseph Fearon, deceased, containing seventy-seven acres and eighty-three perches, and allowance, and patented to Joseph Fearon aforesaid, deceased, on the 30th day of December, 1796, enrolled in the rolls office, for the State of Pennsylvania, in patent book No. 30, page 138; also, a certain other tract of land called Fanfield, situate in Lycoming county, surveyed in pursuance of a warrant No. 5080, dated 18th September, 1794, granted to the said Joseph Fearon, aforesaid, deceased, containing four hundred and forty-one acres and a half, and allowance, patented to Joseph Fearon, aforesaid, deceased, on the 29th day of September, 1796, enrolled in the rolls office for the State of Pennsylvania, in patent book No. 30, page 140; also, a certain other tract of land, called Poplar Grove, situate in Lycoming county, surveyed in a pursuance of a warrant, No. 4841, dated the 1st February, 1794, granted to the said Joseph Fearon, deceased, containing containing one thousand one hundred and seven acres and forty-two perches, and allowance, and patented to Joseph Fearon, aforesaid, deceased, the 30th day of September, 1796, enrolled in the rolls office for the State of Pennsylvania, in patent book No. 30, page 140. Also, a certain other tract of land, called Oatland, situate on the west branch of the Susquehanna river, in Lycoming county, surveyed in pursuance of a warrant dated 3d February, 1794, granted to George Burke, who, by deed dated 2d of September, 1796, convey the same to the said Joseph Fearon, deceased, containing four hundred and fifty-nine acres sixty-nine perches, and allowance, and patented to Joseph Fearon, aforesaid, deceased, the 6th day of October, 1796, enrolled in the rolls office for the State of Pennsylvania, in patent book No. 30, page 136. Also, a certain other tract of land, called Chesnut Grove, situate in Lycoming county, surveyed in pursuance of a warrant dated the 3d of February, 1794, granted to John Burke, who, by deed dated the 2d of September, 1796, conveyed the same to the said Joseph Fearon, deceased, containing four hundred and fifty-nine acres one hundred and seventeen perches, and allowance, and patented to the said Joseph Fearon, deceased, on the 5th day of October, 1796, enrolled in the rolls office for the State of Pennsylvania, in patent book No. 30, page, 139. Also, a certain other tract of land, called Mount Pleasant, situate in Centre county, Bald Eagle township, surveyed in pursuance of a warrant dated the 3d of February, 1794, granted to Alice Monroe, who who by deed dated 22d of May, 1795, conveyed the same to the said Joseph Fearon, deceased, containing one hundred and twenty acres seventy perches, and allowance, and patented to the

said Joseph Fearon, deceased, on the 5th day of October, 1796, enrolled in the rolls office for the State of Pennsylvania, in patent book No. 30, page 141. Also, a certain other tract of land, called Sligo Park, situate about four miles southeast of Fishing Creek gap, at the foot of Nittany mountain, on the north side thereof, in Centre county, surveyed in pursuance of a warrant granted to Thomas Burke, the 10th of August, 1786, who, by deed dated the 1st day of December, 1787, conveyed the same to the said Joseph Fearon, deceased, containing two hundred and two acres and a quarter, and allowance, and patented to the said Joseph Fearon, deceased, the 3d day of December, 1787, enrolled in the rolls office for the State of Pennsylvania, in patent book No. 12, page 71. Also, a certain other tract of land, called Court town, situate near Fishing Creek gap, in Nittany valley, in Centre county, surveyed in pursuance of a warrant granted to Robert Fearon, dated the 11th October, 1785, who, dying intestate and without issue, the same descended to his eldest brother, John Fearon, who, by deed dated the 16th of July, 1788, conveyed the same to the said Joseph Fearon, deceased, containing four hundred acres and three quarters, and allowance, and patented to the said Joseph Fearon, deceased, the 18th day of July, 1788, enrolled in the rolls office for the State of Pennsylvania, in patent book No. 14, page 237. Also, a certain other tract of land, called Richmond, situate on Fishing creek, on the south side of the west branch of the Susquehanna river, in the county of Centre, surveyed in pursuance of an application, No. 2476, entered the 3d April, 1769, by Samuel Hopkins, who, by deed dated the 1st March, 1793, conveyed the same to Samuel Harris, who by deed dated the 4th March, 1773, conveyed the same to Benjamin Morgan, for whom a warrant of acceptance issued the fifteenth of August, 1787, containing three hundred and twenty-four acres, and allowance, and patented to the said Benjamin Morgan, the 18th day of August, 1787; enrolled in the rolls office for the State of Pennsylvania, in patent book No. 11, page 92; which said tract of land, by indenture bearing date the 14th day of May, 1792, was conveyed to Benjamin R. Morgan, recorded in the office for recording of deeds in and for Centre county, in deed book B, page 54 & 55; who, by indenture bearing date the 26th day of September, 1804, conveyed the same to the said Joseph Fearon, deceased, and to his heirs; recorded in the office for recording of deeds in and for Centre county, in deed book B, page 55 & 56. Also, a certain other tract of land, called Fairfield, situate in Lycoming county, surveyed in pursuance *of a warrant* dated the 7th April, 1794, granted to William Haley, who by deed dated 24th April, 1794, conveyed the same to the said Joseph Fearon, deceased, containing four hundred and twenty-five acres, and allowance, and patented to the said Joseph Fearon, deceased, the 21st day of April, 1796; enrolled in the rolls office for the State of Pennsylvania, in patent book No. 28, page 107. Also, a certain other tract of land, called Franconia, situate in Lycoming, now Centre county, surveyed in pursuance of a warrant dated the 7th April, 1794, granted to Francis Johnston, who, by deed dated 24th April, 1794, conveyed

the same to the said Joseph Fearon, deceased, containing four hundred and twenty-five acres, and allowance, and patented to the said Joseph Fearon, deceased, the 21st day of April, 1796; enrolled in the rolls office for the State of Pennsylvania, in patent book No. 28, page 105. Also, a certain other tract of land, called Liberty, situate in district No. 4, in Clearfield county, in the State of Pennsylvania, surveyed in pursuance of a warrant No. 5682, dated the 18th Sept., 1794, granted to the said Joseph Fearon, deceased, containing five hundred and eighteen acres and seventy-six perches, and allowance, and patented to the said Joseph Fearon, deceased, the 27th day of April, 1797; enrolled in the rolls office for the State of Pennsylvania, in patent book No. 33, page 40. Also, a certain other tract of land, called Williamsburg, situate in Cumberland county, in the State of Pennsylvania, surveyed in pursuance of a warrant dated 27th May, 1794, granted to Martha Ramsy, who, together with her husband, John Ramsey, by deed dated 7th June, 1794, conveyed the same to Wm. Davis Brown, containing three hundred and seven acres one hundred perches, and allowance, and patented to the said Wm. Davis Brown the twenty-fifth day of August, 1794; enrolled in the rolls office for the State of Pennsylvania, in patent book No. 21, page 502; who, by deed dated the 21st day of May, 1796, conveyed the same to the said Jacob Fearon, deceased, and two certain lots or pieces of ground, situate in the town of Lewisborough, in the county of Union, in the State of Pennsylvania, one of them, marked No. 13, in the general plan of said town, situate on the south side of Market street, between Third street and Fourth street; which said lot, by indenture bearing date the 28th day of April, 1789, Mathias Joseph Ellenhuysen and Clara Helena his wife, granted and conveyed to Bartholomew Van Heer; recorded in the office for recording of deeds in and for the county of Northumberland, in book D, page 415; reference being thereunto had, will more fully appear; and being the same lot which, by indenture bearing date 13th day of August, 1794, the said Bartholomew Von Heer and Elenora his wife, granted and conveyed to Joseph Fearon, aforesaid, deceased; and the other of the said lots, No. 291, situate in the town of Lewisborough, on the west side of Front street aforesaid, containing in breadth, north and south, sixty-six feet, and in length or depth east and west one hundred and fifty-seven feet six inches, bounded southward by St. John street, westward by Chesnut alley, fifteen feet wide, northward by lot No. 292, and eastward by Front street aforesaid; which said lot of ground by indenture bearing date the 10th day of June, 1786, George Daw, only son and heir of Lewis Daw, granted and conveyed to David Trimble and John Trimble, which said lot of ground the said David Trimble and John Trimble, not excepting, by endorsement made on the aforesaid deed, the said George Daw assigned all his right and title to the said lot to Mathias Joseph Ellenkhuysen, which said deed is recorded in the office for recording of deeds in and for the county of Northumberland, in book D, page 413, and being the same lot which by indenture bearing date the 12th day of January, 1789, the said Mathias Joseph Ellinkhuysen and Clara Helena his wife, granted

and conveyed to Bartholomew Van Heer; recorded in the office for recording of deeds in and for the county of Northumberland, in book D, page 414, and which said lot, by indenture bearing date the 13th day of August, 1794, the said Bartholomew Von Heer and Elenora his wife, granted and conveyed to the said Joseph Fearon, deceased, to have and to hold the said tracts of land, lots and premises, above described, unto the said William Fearon, Samuel Brown and Ann his wife, Robert Quay and Sarah his wife, and James Fearon, their heirs and assigns, to the only proper use and behoof of them, the said William Fearon, Samuel Brown, and Ann his wife, Robert Quay, and Sarah his wife, and James Fearon, their heirs and assigns forever, so that neither Joseph Fearon, Elizabeth Fearon, and Christopher Scarrow, and Sarah his wife, nor their heirs, nor any other person or persons for them or in their names or right, shall, or by any ways or means whatsoever at any time hereafter, claim, challenge, or demand any estate, right, title, or interest, of, in, or to the said tracts of land, lots and premises, or any part part thereof, but from all and every action and actions, estate, right, title, interest, claim and demand, of, in, or to the said premises, or any part or parcel thereof, they and every of them shall be forever barred by these presents; and the said Joseph Fearon, Elizabeth Fearon, and Christopher Scarrow, and Sarah his wife, and their heirs, the said tracts of land, lots of ground, hereditaments and premises, with the appurtenances, to the said William Fearon, Samuel Brown, and Ann his wife, Robert Quay and Sarah his wife, and James Fearon, their heirs and assigns, against them, the said Joseph Fearon, Elizabeth Fearon, and Christopher Scarrow, and Sarah his wife, and their heirs, shall and will warrant and forever defend.

In witness whereof, the said parties, Joseph Fearon and Elizabeth Fearon, and Christopher Scarrow, and Sarah his wife, by their attorneys in fact, John Curwen and John Wilson, have hereunto set their hands and seals, this twelfth day of March, one thousand eight hundred and twenty-five.

JOSEPH FEARON, [SEAL.]
ELIZABETH FEARON, [SEAL.]
CHRISTOPHER SCARROW, [SEAL.]
SARAH SCARROW, [SEAL.]
By their attorney in fact,
JOHN CURWEN, [SEAL.]
JOHN WILSON, [SEAL.]

Signed, sealed, and delivered in the presence of us—the words "of a warrant," in the 2d page, line 30th, from the top, being first interlined by Joseph Fearon.

ELINOR H. CURWEN, MASKELL EWING, } *By John Curwen, John Wilson, as attorneys for the persons there named.*

RICHARD RENSHAW, ELISHA CRONNELL, } *By Joseph Fearon.*

PHILADELPHIA COUNTY, *ss.*

The sixteenth day of March, A. D, 1825, before me, the subscriber, one of the justices of the peace in and for the coun y of Philadelphia, came the within-named Joseph Fearon, and acknowledged the within written indenture of release to be his act and deed, and desired the same to be recorded as such.

Witness my hand and seal.

RICHARD RENSHAW, [SEAL.]
Justice of the Peace.

COMMONWEALTH OF PENNSYLVANIA, DELAWARE COUNTY, *ss.*

The 12th day of March, A. D, 1825, before me, Maskell Ewing, one of the justices of the peace for the county of Delaware, in the Commonwealth of Pennsylvania, came the within named John Curwen and John Wilson, attorneys in fact of Elizabeth Fearon and Christopher Scarrow, and Sarah his wife, and acknowledged the within-written indenture of release to be their act and deed, and the act and deed of their constituents, and desired the same to be recorded as such.

Witness my hand and seal.

MASKELL EWING. [SEAL.]

Entered the 9th day of April, A. D, 1825. Recorded and compared by W. Pettit, recorder.

PENNSYLVANIA, CENTRE COUNTY, *ss.*

I, William C. Welch, recorder of deeds, &c., in and for Centre county, aforesaid, do certify, that the within and foregoing is a true copy of a deed from Joseph Fearon and others to William Fearon and others, as remains of record in this office, recorded in deed book G, page 320, &c.

In testimony whereof, I have hereunto set my hand and caused the seal of said office to be hereunto affixed. Dated at Bellefonte, this sixth day of September, A. D, 1836.

W. C. WELCH, *Recorder.*

DEED.—*Christopher Scarrow and wife to Benjamin E. Valentine.*

This indenture, made the sixteenth day of April, in the year of our Lord one thousand eight hundred and thirty, between Christian Scarrow, of Cockermouth, in the county of Cumberland, England, blacksmith, and Sarah Scarrow, his wife, late Sarah Steel, widow, and formerly Sarah Fearon, by their attorney, Jacob Fox, of the county of Philadelphia, duly constituted by letters of attorney, bearing date the twenty-fifth day of June, A. D. 1828, duly executed and acknowledged and recorded at Lycoming county, in deed book T, page 210, &c., of the one part, and Benjamin E. Valentine, of the city of Philadelphia, gentleman, of the other part, witnesseth, that the said Christian Scarrow and Sarah his wife, by their said attorney, for and in consideration of the sum of seven hundred and thirty-three dollars, and

fifty cents, lawful money of the United States of America, unto them well and truly paid by the said Benjamin E. Valentine, at or before the sealing and delivering of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released, conveyed, and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, convey and confirm, unto the said Benjamin E. Valentine, his heirs and assigns, all that tract or piece of land or ground called "Retreat," situate on the waters of Saltzman's run, in the late purchase, formerly Northumberland, now Lycoming county, beginning at a post; thence by vacant land north twenty-eight degrees and a half west, one hundred and seventy-seven perches, to a post; thence by *by* land of Joseph Fearon, north seventy degrees east, three hundred eighty-two perches, to a post; thence by vacant land south twenty-four degrees and a half east, thirty-six perches, to a dogwood; thence by other land of the said Fearon, south twenty degrees west, two hundred and twenty perches, to a pine; and thence by John Graham's improvement, west, two hundred and twenty-eight perches, to the beginning: containing three hundred and sixty-five acres one hundred and thirty-six perches, and allowance of six per cent. for roads, &c.; which tract was surveyed in pursuance of a warrant, No. 5612, dated the 17th of April, A. D. 1794, granted to the said Joseph Fearon, and was conveyed to the said Joseph Fearon by patent, under the great seal of the State of Pennsylvania, dated the thirtieth day of September, A. D. 1796, duly enrolled in the rolls office for the said State, in patent book No. 30, page 139, &c.

Also, a certain other tract called "Belroix" situate on the waters of said run, in the purchase and county aforesaid, beginning at a pine; thence by other land of the said Fearon, north sixty-two degrees east, seventy-six perches, to a post; north seventy-eight degrees east; one hundred and eighty-six perches, to a white oak; north fifty degrees east, sixty-two perches, to a white oak; thence by vacant land south twenty-four degrees and a half east, two hundred and ten perches, to a post; thence by land of said Fearon, south, seventy degrees west, three hundred and eighty-two perches, to a post; thence by vacant land north, eighty-four perches, to a hickory; and north eight degrees west, eighty perches, to the beginning: containing three hundred and sixty-seven acres, one hundred and thirty-eight perches, and allowance of six per cent. for roads, &c., which said tract was surveyed in pursuance of a warrant, No. 5613, dated the 17th day of April, A. D. 1794, granted to the said Joseph Fearon, and was conveyed to the said Joseph Fearon by patent under the great seal of Pennsylvania, dated the thirtieth day of September, A. D. 1796, duly enrolled in the rolls office of the said State in patent book, No. 36, page 137, &c., being the same premises which the heirs of said Joseph Fearon, deceased, by indenture of partition and release, dated the thirteenth day of November, A. D. 1827, recorded in Lycoming county, in deed book T, page 219, &c., granted and conveyed to the said Christopher Scarrow and Sarah his wife, in fee, together with all and singular the improvements, ways, waters, watercourses, rights liberties privileges, hereditaments and appurtenances, whatsoever, thereunto belonging, or in anywise apper-

taining, and the reversions and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, property, claim, and demand whatsoever of them the said Christopher Scarrow and Sarah his wife, in law, equity, or otherwise howsoever, of, in, and to the same, and every part thereof, to have and to hold the said tracts or pieces of land or ground, hereditaments and premises hereby granted or mentioned, and intended so to be, with the appurtenances, unto the said Benjamin E. Valentine, his heirs and assigns, to and for the only proper use and behoof of the said Benj. E. Valentine, his heirs and assigns, forever; and the said Christopher and Sarah, by their said attorney, for themselves, their heirs, executors and administrators, do by these presents covenant, grant, and agree to and with the Benjamin E. Valentine, his his heirs and assigns, that they the said Christopher Scarrow and Sarah, their heirs, all and singular the hereditaments and premises herein above described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Benjamin E. Valentine, his heirs and assigns, against them the said Christopher and Sarah, their heirs, and against all and every other person or persons whomsoever, lawfully claiming or to claim the same, or any part thereof, by, from, or under them or either of them, shall and will warrant and forever defend.

In witness whereof, the said parties to these presents have hereunto interchangeably set their hands and seals, the day and year first above written.

CHRISTOPHER SCARROW, and [SEAL.]
SARAH SCARROW, by [SEAL.]
JACOB FOX, *their attorney* [SEAL.]

Sealed and delivered in the presence of us,
MATTHEW D. BROOM,
W. L. HIRST.

Received, the day of the date of the above indenture, of the abovenamed Benjamin E. Valentine, the full consideration money abovementioned, Jacob Jox, attorney in fact for C. Scarrow and wife, the sixteenth day of April, Anno Domini, 1830.

Before me, an alderman of the city of Philadelphia, came the abovenamed Christopher Scarrow, and Sarah his wife, by Jacob Fox their attorney, and acknowledged the above indenture to be their act and deed, and desire the same might be recorded as such.

E. BARTRAM, *Alderman.* [SEAL.]

Recorded June 3d, 1830.

J. VANDERBELT, *Recorder.*

The said defendant then, further to maintain the issues on his part, gave in evidence an article of agreement between James Hepburn and Robert Quay, which is as follows, viz:

Memorandum of an agreement made the eighteenth day of February, A. D. 1830, between Robert Quay and James Hepburn. The said Robert hath this day agreed to grant, bargain, and sell, to the said James, three tracts of land, lying contiguous, situate upon the waters of Queen's run, in Dunstable township, Lycoming county, one thereof surveyed upon a warrant to Robert Ritchy, containing one

hundred and forty four acres; another called Fotheringay, containing seventy-seven acres and eighty-three perches; and the other called Fairfield, containing four hundred and forty-one and a half acres, each with the usual allowance; the said three tracts comprising all the land to which the said Robert in his own right, or in the right of his wife, claims any title, between Queen's and Lick run, in the said township. The said Robert to procure a regular title for the same, clear of all incumbrances, and convey the same to the said James. In consideration of which, the said James agrees to pay to the said Robert the sum of two thousand five hundred dollars, fifteen hundred thereof when the said title shall be made and completed as afore said, and the balance in two equal annual instalments; the balance to be secured by bonds and mortgage. The said Robert to use all diligence to procure the said title, and to deliver up possession of the whole of the said property on payment of the said first payment aforesaid. If the said title cannot be procured and made by the said Robert, then this agreement to be void.

Witness our hands and seals the day and year aforesaid.

JAMES HEPBURN. [SEAL.]
ROBERT QUAY. [SEAL.]

Upon back of which article it is thus endorsed, viz: "Received of James Hepburn thirty dollars on account of the within agreement, to be deducted from the first payment within named; and if the said title shall not be made within six months from this date, the said thirty dollars is to be returned with interest. 18th February, 1830.

ROBERT QUAY.

DEED.—*Robert Quay to James Hepburn.*

This indenture, made the third day of July, in the year of our Lord one thousand eight hundred and thirty, between Robert Quay, of Dunstable township, Lycoming county, and State of Pennsylvania, and Sarah his wife, of the first, and James Hepburn, of the borough of Northumberland, Northumberland county, and State aforesaid, of the other part. Whereas Joseph Fearon, late of the city of Philadelphia, deceased, was seized in fee simple, among other things, of and in three tracts of land, one thereof called Fairfield, containing four hundred and forty-one and a half acres, surveyed on a warrant, No. 5680, dated the 18th day of September, A. D. 1794, and granted to the said Joseph Fearon by the Commonwealth of Pennsylvania, by patent, dated 29th day of September, A. D. 1796; another thereof called Fotheringay, situate above Queen's run, containing seventy-seven acres and eighty-three perches, surveyed on warrant, No. 3884, dated the 19th June, 1793, and granted to the said Joseph Fearon by patent, dated the 30th day of September, A. D. 1796, by the Commonwealth of Pennsylvania; and another thereof, called Queen's Run, containing one hundred and forty-four acres, surveyed on warrant, No. 661, to Robert Ritchey, dated the 12th October, A. D. 1785, and by him conveyed to the said Joseph Fearon, by deed, dated the 17th October, A. D. 1786, to whom the Commonwealth granted and

confirmed the same by patent, dated the 30th day of November, A. D. 1787, which said three tracts of land, each containing the usual allowance for roads, and are situate in Dunstable township, Lycoming county, and lie contiguous to and adjoining each other. And whereas the said Joseph Fearon, being so seized thereof, afterwards died intestate, unmarried, and without issue, whereby the said three tracts of land descended to and become vested, in fee simple, in the children and heirs of his deceased brothers, Abel Fearon and William Fearon. And whereas a partition was made between the children and heirs of the said Abel Fearon and William Fearon, and the heirs of the said Abel Fearon, by their deed, dated the 12th day of March, A. D. 1825, recorded in Lycoming county, in book 2, page 575, granted and confirmed the three tracts of land aforesaid, among other things, to Samuel Brown and Ann his wife, late Ann Fearon, to James Fearon, William Fearon, and the said Robert Quay and Sarah his wife, late Sarah Fearon, who are the children and heirs of the said William Fearon, deceased. *And whereas* the said Robert Quay and Sarah his wife, had lived upon and improved one of the aforesaid three tracts of land, and had used the other adjoining tracts aforesaid as woodlands for timber and other purposes, in the lifetime of the said Joseph Fearon, and continually since; and it was the understanding among the heirs of the said William Fearon that, upon a partition between them of that part of the estate conveyed to them by the heirs of the said Abel Fearon, as aforesaid, that the said three tracts of land should be allotted to and form a part of the portion of the said Robert Quay and Sarah his wife. And whereas the said Robt. Quay, by articles of agreement dated the 18th day of February, A. D. 1830, contracted for the sale of the three tracts of land aforesaid, and all other land claimed by said Robert between Queen's run and Lick run, in Dunstable township aforesaid, either in his own right or in the right of his said wife, with the said James Hepburn, for the sum of two thousand five hundred dollars; and the said James, at the execution of the said agreement, paid to the said Robert thirty dollars, part of the consideration aforesaid, the said Robert, by the said agreement, engaging to use all diligence to procure a regular title for the same, clear of all incumbrance, and to convey the same to the said James. And whereas the said Robert, in pursuance of the said agreement, and to enable him to carry the same into execution, in consideration of other lands by him and his said wife released to the said Samuel Brown and William Fearon, procured releases and conveyances from the said William and Samuel, and their wives respectively, for their several interests in the said lands, to the said Robert; which releases, bearing date, one the 2d the other the 3d day of June, A. D. 1830, are recorded in Lycoming county, whereby the said Robert, *and Sarah his wife,* became seized in fee simple of the undivided three-fourths part of the said three tracts of land.

Now, this indenture witnesseth, that the said parties of the first part, for and in consideration of the said sum of two thousand five hundred dollars, to them in hand paid by the said James Hepburn, at and before the sealing and delivering hereof, the receipt of which is

hereby acknowleged, have granted, bargained, sold, released, and confirmed, and by these presents do grant, bargain, sell, release, and confirm unto the said James Hepburn, his heirs and assigns, the undivided three-fourths, part of all those the aforesaid three tracts of land: that called Fairfield, beginning at a hickory; thence by surveyed lands north thirty-two degrees east, two hundred and forty perches, to a post; north fifty degrees west, two hundred and eighty-six perches, to a post; south fifty-three degrees west, two hundred and forty-nine perches, to a post; thence by land then of said Fearon, and vacant land, south fifty degrees east, two hundred and twenty-one perches, to a post; thence by land of said Fearon north sixty-seven degrees east, seventy perches, to a pine; and south twenty-five degrees east, one hundred and thirty-six perches, to the beginning: containing four hundred and forty-one acres and a half, with the allowance as aforesaid. That called Fotheringay, beginning at a dog-wood, thence by surveyed land north fifty degrees west, one hundred perches, to a pine; south fifty-two degrees west, one hundred and thirty-six perches, to a hickory; south one degree west, eighty-two perches, to a black oak; south forty degrees east, twenty-eight perches, to a hickory; north seventy-six degrees east, twenty-two perches, to a post; north forty degrees east, forty-two perches, to a black oak; north thirty degrees east, twenty perches, to a white oak; north seventy degrees east, fifty-six perches, to a hickory; and north sixty-six degrees east, one hundred and twenty-two perches, to the beginning: containing seventy-seven acres and eighty-three perches, and allowance as aforesaid. And that called Queen's Run, beginning at a post on the bank of the west branch of the Susquehannah river; thence north forty degrees west, ninety-eight perches, to a post; thence by a mountain, north sixty-seven degrees east, two hundred and ninety-seven perches, to a pine; thence south twenty-five degrees east, one hundred and thirty-six perches, to a hickory; and south thirty-two degrees west, eighty perches, to an elm tree on the bank of the said river; thence by the same, two hundred *two hundred* and ninety-six perches, to the place of beginning: containing one hundred and forty-four acres, and allowance as aforesaid. And also all the other lands, tenements, and hereditaments whatsoever, to which they, the said parties of the first part, have any claim or right to whatsoever, lying between Queen's run and Lick run, in Dunstable township aforesaid; together with all and singular the buildings, improvements, rights, liberties, privileges, and appurtenances unto the said lands and tenements belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof, to have and to hold all and singular the premises herein conveyed or mentioned, and intended to be conveyed to the said James Hepburn, his heirs and assigns, to the only proper use and behoof of the said James Hepburn, his heirs and assigns, forever.

And the said parties of the first part do further covenant and agree with the said James Hepburn, his heirs and assigns, that for the said consideration of two thousand five hundred dollars, and without any other or further consideration, they will procure, or cause to be pro-

cured, of the said James Fearon, a lawful release and conveyance of the other and remaining undivided fourth part of the three tracts of land aforesaid, and to assign and transfer the same to the said James Hepburn, his heirs and assigns, in fee simple, and clear and discharged of all incumbrances, in as short a time as the same can be accomplished, either amicably or by legal process.

In witness whereof, the said parties have hereunto set their hands and seals the day and year first above written.

ROBERT QUAY, [SEAL.]
SARAH QUAY, [SEAL.]

Sealed and delivered in the presence of—

The words "1796," in the sixteenth line of the first page, and the words "and Sarah, his wife," in the twenty-fifth line of the second page, interlined before execution.

JOS. F. QUAY,
ANDW. IRWIN.

Lycoming county, ss:

Personally came before me, the subscriber, one of the justices of the peace in and for said county, Robert Quay, and Sarah, his wife, the grantors named in the foregoing deed of indenture, and acknowledged the same to be their act and deed, and desired that it should be recorded as such, she, the said Sarah, being of full age, and separately and apart from her said husband, being *be* me first examined, did declare that she voluntarily, and of her own free will and accord, sealed, and as her act and deed, delivered the same, without any coercion or compulsion of her said *husband*, the full contents thereof having been made known to her before her said declaration, and upon her separate examination aforesaid.

In witness whereof, I have hereunto set my hand and seal the third day of July, A. D. 1830, the word "husband," in the ninth line of this acknowledgment being first interlined.

ANDREW IRWIN, [SEAL.]
Justice Peace.

Recorded, September 5th, A. D. 1831.

JNO. VANDERBELT, *Recorder.*

DEED.—*Samuel Brown and wife to Robert Quay.*

This indenture, made the eighteenth day of September, in the year of our Lord one thousand eight hundred and twenty-seven, between Samuel Brown, of the township of Lamar, county of Centre, and State of Pennsylvania, farmer, and Ann, his wife, of the one part, and Robert Quay, of the township of Dunstable, county of Lycoming, and State aforesaid, of the other part, witnesseth that the Samuel Brown and Ann, his wife, for and in consideration of the sum of one dollar, to them in hand paid by the said Robert Quay, at and before the ensealing and delivering hereof, the receipt whereof they do hereby acknowledge, and thereof acquit and forever discharge the said Robert Quay, his heirs, executors, administrators, and assigns, by these presents have granted, bargained, sold, aliened, enfeoffed,

released, and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, and confirm, unto the said Robert Quay, and to his heirs and assigns, all that certain tract of land called Court town, situate in the township of *Lamar*, and county of Centre, containing four hundred and three-fourths acres, be the same more or less, it being the same tract of land which was surveyed for Joseph Fearon, in the name of Robert Fearon, by virtue of his warrant, bearing date the eleventh day of October, A. D. 1785, surveyed the 19th day of November, 1785, and bounded as follows, to wit—by land of Peter Best on the north; by land of Nathan Harvey, and Charles Huston, and Jacob Best, on the west; by land of John McGhee on the south, and land of the said McGhee on the east; it being the same tract of land now in the occupancy and possession of John Quay; together with all and singular other the houses, outhouses, buildings, barns, stables, ways, woods, waters, water-courses, rights, liberties, privileges, hereditaments, and appurtenances, whatsoever, thereunto belonging, or in any wise appertaining; and also all the estate, right, title, interest, property, claim, and demand, whatsoever, of them, the said Samuel Brown and Ann, his wife, in law or equity, or otherwise howsoever, of, into or out of the same, to have and to hold the said messuage or tenement and tract of land, hereditaments, and premises, hereby granted or mentioned, or intended so to be, with the appurtenances, unto the said Robert Quay, his heirs and assigns, to the only proper use and behoof of the said Robert Quay, his heirs and assigns, forever.

In witness whereof, the said parties to these presents have hereunto interchangeably set their hands and seals, dated the day and year first above written.

SAMUEL BROWN, [SEAL.]
ANN BROWN, [SEAL.]

Signed, sealed, and delivered, in the presence of us:
MOSES THOMPSON, WM. F. BROWN, JOS. F. QUAY.

Received, the day of the date of this indenture, of the aforesaid Robert Quay, the within mentioned consideration-money, in full, received by me. SAMUEL BROWN.

Centre county, ss.

Before George Leidy, Esq., one of the justices of the peace in and for said county, personally appeared Joseph F. Quay, one of the subscribing witnesses to the above and within deed, who, after being duly sworn according to law, sayeth, that he was personally present, and saw Samuel Brown and Ann, his wife, severally sign, seal, and acknowledge the foregoing to be their act and deed; and that the name, Joseph F. Quay, above written, is the proper hand-writing of deponent, which he subscribed as a witness of such sealing and delivering; and that he saw Moses Thompson and William F. Brown, the other subscribing witnesses, subscribe their names as witnesses of such sealing and delivering. JOS. F. QUAY.

Sworn and subscribed the 22d day February, A. D. 1828.
GEORGE LEIDY.

Centre county, ss.

Before the subscriber, one of the justice peace for Centre county, came Samuel Brown and Ann, his wife, and acknowledged the within indenture to be their act and deed, and desired it to be recorded as such, she, the said Ann, being of full age, and by me examined separate and apart from her said husband, and the contents thereof being first by me made known to her, declared she executed the same freely and voluntarily, without compulsion or coercion of her husband.

Witness my hand and seal, the second day of June, in the year of our Lord eighteen hundred and thirty.

G. OHL. [SEAL.]

Entered the 15th day of June, A. D. 1830.
Recorded and compared by W. PETTIT, *Recorder.*

PENNSYLVANIA, *Centre county, ss.*

[SEAL.] I, William C. Welch, recorder of deeds in and for the county of Centre, do certify that the within and foregoing is a true copy of a deed from Samuel Brown and wife to Robert Quay, as remains of record in this office, and recorded in deed-book H, page 360, &c.

In testimony whereof, I have hereunto set my hand and caused the seal of said office to be hereunto affixed. Dated at Bellefonte, this sixth day of September, Anno Domini 1836.

RECORDER.

DEED.—*Robert Quay to William Fearon.*

This indenture, made the thirty-first day of May, in the year of our Lord eighteen hundred and thirty, between Robert Quay and Sarah, his wife, of Dunstable township, Lycoming county, and State of Pennsylvania, of the one part, and William Fearon, of the township of Bald Eagle, county of Centre, and State aforesaid, of the other part, witnesseth, that the said Robert Quay and Sarah, his wife, for and in consideration of the sum of one dollar, lawful money, to them in hand paid by the said Fearon, at *an* before the ensealing and delivery hereof, the receipt whereof they do hereby acknowledge, and also the receipt of a deed of conveyance from the said William Fearon and wife, duly executed unto the said Quay and wife, for two hundred and eleven acres of land, lying directly west of, and adjoining the hereinafter described tract of land, doth grant, bargain, sell, release and confirm, and by these presents hath granted, bargained, sold, aliened, enfeoffed, released and confirmed unto the said William Fearon, his heirs, executors, and assigns, and each and every of them, all *there* one equal divided half part of, in, and to a certain tract of land called Court town, situate in Lamar township, Centre county, and State aforesaid, containing, in the whole, four hundred and sixty-eight acres and a half; (but upon an amicable division of the above tract of land between the said Robert Quay and William Fearon, the following part was allotted to the said William Fearon, (to wit:) beginning at a white oak corner between said tract

and land of John McGhee; thence, by land of said McGhee, north, thirty-three degrees, west, three hundred and seventy-five perches to a stone corner of Peter Best land; thence, by land of said Peter Best south, forty-five degrees west, one hundred and twenty-three perches to a yellow pine corner on the division line of said tract; thence along the division line (as already established) south, thirty-three degrees east, *thre* hundred and fifty perches to a stone corner of said division line; thence, by land of John McGhee, north, fifty-seven degrees east, one hundred and twenty-one perches to the place of *begining;* containing two hundred and fifty-seven and a half acres, with the usual allowance of six per cent., be the same more or less; (being the same tract of land which the Commonwealth of Pennsylvania, by letters patent, bearing date July 18th, 1788, and enrolled in the rolls-office for the State aforesaid, in patent book No. 14, page 237, granted unto Joseph Fearon in fee, reference thereunto being had, will more fully appear; and which, on the death of the said Joseph Fearon, who died intestate, unmarried, and without issue, (descended) amongst other things to the children of his deceased brothers, Abel Fearon and William Fearon, in fee simple; and which, on a partition made between the heirs of the said Abel and William, deceased, was allotted to the heirs of the said William Fearon, deceased, of whom the said Robert Quay, in right of his wife Sarah, late Sarah Fearon, is one, and is entitled, in right of his wife, the said Sarah, to one equal fourth part of said tract, and also one other fourth part thereof, which Samuel and Ann Brown were entitled to, who, by a deed of conveyance, dated September 18th, 1827, did confirm the same to the said Quay, together with all and singular the buildings and improvements, rights, liberties, privileges, hereditaments, and appurtenances, whatsoever, thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title interest, property, claim and demand, whatsoever, of them, the said Robert Quay and Sarah his wife, *there* heirs and assigns, in law, equity, or otherwise howsoever of, into or out of the same, and every part thereof, to have and to hold the said described two hundred and fifty-seven and a half acres of land, to the only proper use, benefit, and behoof, of them, the said William Fearon, his heirs, executors, administrators, and assigns, forever; and the said Robert Quay and Sarah his wife, for themselves, their heirs and assigns, doth covenant, grant, and agree to, and with the said William Fearon, his heirs and assigns, against them, the said Robert and Sarah, and *there* heirs, and against all persons claiming by, from, or under them, shall and will warrant and forever defend.

In testimony whereof, the parties to these presents have hereunto set their hands and seals, the day and year first within written.

ROBERT QUAY, [SEAL.]
SARAH QUAY, [SEAL.]

NOTE.—All interlining done, and all erasures done and performed before signing this deed.

Sealed and delivered in the presence of
JAMES CARSKADDEN, ROBERT QUAY, jr.

Received, the day of the date of the above indenture, of the above-named William Fearon, the full consideration-money, and a deed executed by said Fearon and Ann his wife, for the said 211 acres of land, lying west of the tract above conveyed to Fearon. I say received the said consideration in full by me.

ROBERT QUAY.

Witness present, JAMES CARSKADDEN.

Lycoming county, ss.

Personally came before me, the subscriber, one of the justices of the peace in and for the said county, Robert Quay and Sarah his wife, the grantors named in the foregoing instrument of writing, and acknowledged the same to be their act and deed, and desired that it might be recorded as such; she, the said Sarah, being of full age, and having been separately and apart from her said husband by me first examined, and the full contents of the said deed being made known to her, did declare that she did voluntarily and of her own free will and accord, seal, and as her act and deed, deliver the said deed, without any coercion or compulsion of her said husband.

In witness whereof, I have hereunto set my hand and seal, the 31st day of May, A. D. 1830.

JAMES CARSKADDEN, [SEAL.]

Entered the 15th day of June, A. D. 1830.

Recorded and compared by WM. PETTIT, *Recorder.*

PENNSYLVANIA, *Centre county, ss.*

[SEAL.] I, William C. Welch, recorder of deeds, &c. in and for Centre county aforesaid, do certify that the within and foregoing is a true copy of a deed from Robert Quay to William Fearon, as remains of record in this office. Recorded in deed book H, page 362, &c.

In testimony whereof, I have hereunto set my hand, and caused the seal of said office to be hereunto affixed. Dated at Bellefonte, this sixth day of September, Anno Domini 1836.

RECORDER.

DEED.—*William Fearon to Robert Quay.*

This indenture, made the third day of June, in the year of our Lord eighteen hundred and thirty, between William Fearon, and Ann his wife, of Bald Eagle township, county of Centre, and State of Pennsylvania, of the one part, and Robert Quay, of Dunstable township, and county of Lycoming, of the second part, witnesseth that the said William Fearon and Ann his wife, for, and in consideration of the sum of one dollar, good and lawful money to them in hand paid, by the said *Quay*, at or before the ensealing and delivering hereof, the receipt whereof they do hereby acknowledge, as well also the receipt of a deed of conveyance, executed by the said Robert Quay and wife unto us, *for their interest in and to* two hundred and fifty seven and a half acres of land, adjoining the hereinafter described tract, of land (on the east), do by these presents, for themselves,

there heirs, executors, administrators, and assigns, and every of them, grant, bargain, sell, release, and convey, and by these presents, have granted, bargained, sold, alienedd, enfeoffed, released, and confirmed, unto the said Robert Quay, his heirs, executors, administrators, and assigns, and every of them, all *there* one equal and divided half part of, in, and to, a certain tract of land called Court town, situate in Lamar township, county of Centre, and State aforesaid, containing, in the whole, four hundred and sixty-eight acres and a half. But, upon an amicable division between the said Robert Quay and William Fearon, of the above named tract of land, the following part was *alloted* to said Quay, to wit: beginning at a stone corner of said tract of land of Peter Best; thence by land of Harvey and Huston, and Jacob Best, and John Reeseman, south thirty-three degrees east, three hundred and twenty-eight perches to a white oak; thence, by land of John McGhee, north, fifty-seven degrees east, one hundred and five perches to a stone heap; thence, along the division line of said tract, north, thirty-three degrees west, one hundred and fifty perches to a yellow pine; thence, by land of Peter Best, south, forty-five degrees west, one hundred and ten perches to the place of beginning; containing two hundred and eleven acres, with the allowance of six per cent., being the same tract of land which the Commonwealth of Pennsylvania, by letters patent, dated July 18th 1788, and inrolled in the rolls' office for the State, aforesaid, in patent book No. 14, page 237, granted unto Joseph Fearon in fee, reference thereunto being had will more fully appear, and which, on the death of the said Joseph Fearon, who died intestate, unmarried, and without issue, (descended) amongst other things to the children of his deceased brothers, Abel Fearon and William Fearon, in fee simple, and which, on a partition made between the children of the said Abel Fearon, and children of the said William Fearon, deceased, was allotted to the heirs of the said William Fearon, deceased, of whom the said William Fearon (grantor above named), is one, and is entitled in right of himself, to the one-fourth part thereof, and also one other fourth *part of said tract of land*, in right of his brother James Fearon, who was entitled to the same, he the said James being one of the heirs of the said William Fearon, deceased, who, by deed dated April 1st, 1828, conveyed the said one-fourth part of the whole of said tract to his brother William aforesaid, together with all and singular, the buildings and improvements, rights, liberties, privileges, hereditaments, and appurtenances, whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, property, claim, and demand whatsoever, of them, the said William Fearon and Ann his wife, their heirs and assigns, in law, equity, or otherwise, howsoever, of, in, and to the same and every part thereof; to have and to hold the said described two hundred and eleven acres of land, with the allowance, to the only proper use, benefit, and behoof of him, the said Robert Quay, his heirs, executors, administrators and assigns, forever; and the said William Fearon and Ann his wife, for themselves, their heirs, and

assigns, doth covenant, grant, and agree to and with the said Robert Quay, his heirs and assigns, against them, the said William and Ann, and their heirs, and against all persons claiming by, from, or under them, shall, and will warrant and forever defend.

In testimony whereof, the parties to these *presence* have hereunto interchangeably set their hands and seals, the day and year first within written.

WM. FEARON, [SEAL.]
ANN FEARON. [SEAL.]

Note.—The interlining marked with red lines, and all other interlineations and erasures, done before signing, &c.

Sealed and delivered in presence of
WM. WHITE, JAMES BROWN.

Received, the day of the date of the above and foregoing indenture, of the above named Robert Quay, the full consideration-money, and a deed, executed by said Quay and wife, for the said 25¼ acres of land, lying east of the 211 acres above conveyed to them. I say received the said consideration in full by me, witness my hand.

WM. FEARON.

Witness present:
WM. WHITE, JAMES BROWN.

Centre county, ss:

Personally came before me, the subscriber, one of the justices of the peace, in and for said county, William Fearon and Ann his wife, the grantors named in the foregoing instrument of writing, and acknowledged the same to be their act and deed, and desired that it might be recorded as such, she the said Ann being of full age, and having been separately and apart from her said husband, by me first examined, and the full contents of the said deed being made known to her, diddeclare that she did voluntarily and of her own free will and accord, seal, and as her act and deed, deliver the said deed without any coercion or compulsion of her said husband. In witness whereof, I have hereunto set my hand and seal, the third day of June, Anno Domini 1830.

WM. WHITE, [SEAL.]
Justice of the Peace.

Entered the 15th day of June, A. D. 1830.
Recorded and compared by W. PETTIT, *Recorder.*

PENNSYLVANIA, *Centre county, ss.*

I, William C. Welch, recorder of deeds, &c., in and for Centre county aforesaid, do certify, that the within and foregoing [SEAL.] is a true copy of a deed from William Fearon and wife to Robert Quay, as remains of record in this office. Recorded in deed book H, page 361, &c.

In testimony whereof, I have hereunto set my hand and caused the seal of said office to be hereunto affixed. Dated at Bellefonte, this sixth day of September, Anno Domini 1836.

RECORDER.

[*Letter of Attorney.*]

JAMES FEARON *to* WILLIAM FEARON.

Know all men by these presents, that James Fearon, of the city of Philadelphia, and Ellen his wife, have made, constituted, and appointed, and by these presents do make, constitute, and appoint, William Fearon, of Centre county, in the State of Pennsylvania, their attorney, to make partition and division of all and singular the real estate, held by the said constituents, as tenants in common with Robert Quay, of Lycoming county, and State aforesaid, and Sarah his wife, and to make execute, and deliver, and accept, and receive, in the name and in behalf of the said constituents, all deeds, and the necessary conveyances and assurances, good in the law to carry the said hereby granted power into full execution and effect; and the said constituents do further authorize and empower the said William Fearon, so to make and adjust the said partition and division of the lands and estates aforesaid, as to assign and transfer to James Hepburn, assignee and vender of the said Robert Quay and Sarah his wife, all the right, title, and interest, of them, the said constituents, in and to the three contiguous tracts of land, heretofore occupied and in possession of the said Robert Quay, situate between and upon Queen's run and Lick run, in Dunstable township, Lycoming county aforesaid, one thereof surveyed in the name of Robert Richey, containing one hundred and forty-four acres, another thereof, in the name of Joseph Fearon, containing seventy-seven and a half acres, and the other thereof, also in the name of Joseph Fearon, containing four hundred and forty-one and a half acres, and the said William is hereby authorized and empowered to make and execute a deed of bargain and sale, to the said James Hepburn, for the said premises, he receiving of and from the said Robert Quay, such considerations and equivalent therefor, as shall be satisfactory and approved of by him. And the said constituents do hereby ratify and confirm all acts of their said attorney, touching the premises, in as full and ample manner as if the same had been done by themselves.

In witness whereof, they have hereunto set their hands and seals, the 19th day of May, A. D. 1831.

JAMES FEARON. [SEAL.]
ELLEN M. FEARON. [SEAL.]

Witness: JOSEPH F. QUAY,
WILLIAM MILNOR.

CITY OF PHILADELPHIA, *sct:*

Personally came before me, the subscriber, one of the aldermen of the said city, James Fearon and Ellenor his wife, and acknowledged the foregoing instrument of writing to be their act and deed, and desired that the same might be recorded as such. She, the said *Ellenor* being of full age, and separately and apart from her *her* said husband, being by me first examined, the contents thereof having been fully made known to her, did declare that she voluntarily, and of her own free will and accord, sealed, and, as her act and deed, de-

livered the same without any coercion or compulsion of her said husband.

In witness whereof, I have hereunto set my hand and seal, the 19th day of May, 1831.

WILLIAM MILNOR, [SEAL.]
Alderman.

Recorded, September 5th, A. D. 1831.
JOHN VANDERBELT, *Recorder.*

DEED.—*William Fearon, attorney in fact of James Fearon and wife, to James Hepburn, Esq.*

This indenture, made the third day of September, in the year of our Lord eighteen hundred and thirty-one, between James Fearon, of the city of Philadelphia, and Ellen his wife, by their attorney in fact, William Fearon, of Centre county, and State of Pennsylvania, of the first part, and James Hepburn, of the borough of Northumberland, in Nothumberland county, and the State aforesaid, of the second part, witnesseth: Whereas, the said James Fearon and Ellen his wife, by their power of attorney duly made, executed, and acknowledged, dated the 19th day of May last past, constituted and appointed William Fearon, aforesaid, their attorney, to make partition of all and singular the real estate held by the said James Fearon, as tenant in common with Robert Quay, of Lycoming county, and State aforesaid, and Sarah his wife, and to make, execute, and deliver, and accept, and receive, in the name and in behalf of the said constituents, all deeds and the necessary assurances and conveyances, good in the law to carry into effect the said power by the instrument granted to the said William Fearon and the said James Fearon and Ellen his wife, by the instrument aforesaid, did further authorize and empower the said William Fearon, their attorney as aforesaid, so to make and adjust the said partition and division of the lands and estate aforesaid, as to assign and transfer to the said James Hepburn, assignee and vendor of the said Robert Quay and Sarah his wife, all the right, title, and interest of the said James Fearon in and to three contiguous tracts of land heretofore occupied and in possession of the said Robert Quay, situate between and upon the waters of Queen's run and Lick run, in Dunstable township, Lycoming county, and State aforesaid, adjoining the Susquehanna river, one thereof surveyed in the name of Robert Ritchey, containing one hundred and forty-four acres and allowance, another thereof in the name of Joseph Fearon, containing seventy-seven and a half acres, and the other thereof, also in the name of Joseph Fearon, containing four hundred forty-one and a half acres; and the said William is authorized by the said instrument to make and execute a deed of bargain and sale to the said James Hepburn for the said premises, he receiving of the said Robert Quay such consideration and equivalent thereof as shall be satisfactory and approved of by him, as by reference to the said power of attorney recorded in the recorder's office of Lycoming county in deed book,*

* For power of attorney, see letter of attorney book A, page 35.

page , will more fully appear; and whereas, in pursuance of the power aforesaid, the said William Fearon, attorney as aforesaid, hath made partition and division out of the real estate held in common by and between the said James Fearon and Robert Quay, and Sarah his wife, and hath made and adjusted the same with a view to the conveyance of the interest of the estate of the said James Fearon and Ellen his wife, in and to the within described three tracts of land to the said James Hepburn, in pursuance of the directions of the said power; and the said William Fearon, attorney aforesaid, doth hereby acknowledge to have received of and from the said Robert Quay and Sarah his wife, a deed of conveyance on two certain tracts of land situate on the south side of the Susquehanna river, and about one mile from the said stream in the said township of Dunstable, in the county of Lycoming, one thereof containing four hundred and five acres, and the other three hundred and ninety-two and three-fourths acres, adjoining a survey in the name of James Black, on the south, and land surveyed in the name of James Hepburn on the southeast; and also the sum of three hundred and fifty dollars, current money of Pennsylvania, which is the full equivalent so agreed upon between the said William Fearon, attorney aforesaid, and the said Robert Quay: Now this indenture witnesseth, that the said parties of the first part, in consideration of the premises, and the further consideration of the sum of one dollar to them in hand paid by the said James Hepburn, at and before the sealing and delivering hereof, the receipt of which is hereby acknowledged, have granted, bargained, sold, released and confirmed, and by these presents do grant, bargain, sell, and confirm, unto the said James Hepburn, his heirs and assigns, the equal undivided fourth part of the said three described tracts of land, situate in the township of Dunstable, and county of Lycoming, one thereof called "Queen's Run," situated on the north side of the west bank of the Susquehanna river, about half a mile above the Muncy town, beginning at a post on the bank of said river; thence by vacant lands north forty degrees west, ninety-eight perches, to a post; thence north sixty-seven degrees east, two hundred and ninety-seven perches, to a pine; thence south twenty-five degrees east, one hundred and thirty-six perches, to a hickory; and south thirty-two degrees west, eight perches, to the river beach; thence by said river two hundred and ninety-six perches, to the place of beginning; containing one hundred and forty-four acres and allowance, surveyed in pursuance of a warrant, No. 661, granted to Robert Ritchey, dated the 12th day of October, 1785, who, by deed dated the 17th day of October, 1786, conveyed the same to Joseph Fearon; another thereof, called "Fairfield," situate in the last purchase, and adjoining the last described tract of land, beginning at a hickory; thence by surveyed land north thirty-two degrees east, two hundred and forty perches, to a post; north fifty degrees west, two hundred and eighty-six perches, to a post; south fifty-three degrees west, two hundred and forty-nine perches, to a post; south fifty degrees east, two hundred and twenty-one perches, to a post; thence by surveyed land north sixty-seven degrees east, seventy perches, to a pine; and south twenty-five degrees east, one hundred and thirty-

six perches, to the beginning; containing four hundred and forty-one and a half acres and allowance, which said tract of land was surveyed in pursuance of a warrant, No. 5680, dated September 18, 1794, granted to Joseph Fearon, now deceased; also another thereof, called "Fotheringay," situate above Queen's run, and adjoining the last described tract of land, beginning at a dogwood; thence north fifty degrees west, one hundred perches, to a pine; south fifty-two degrees west, one hundred and thirty-six perches, to a hickory; south one degree west, eighty-two perches, to a black oak; south forty degrees east, twenty-eight perches, to a hickory; north seventy-six degrees east, twenty-two perches, to a post; north forty degrees west, forty-two perches, to a black oak; north thirty degrees east, twenty perches, to a white oak; north seventy degrees east, forty-six perches, to a hickory; and north sixty-six degrees east, one hundred and twenty-two perches, to the beginning; containing seventy-seven acres and eighty-three perches and allowance; which said tract of land was surveyed in pursuance of a warrant, No. 3884, dated June 19th, 1793, granted to Joseph Fearon aforesaid, the same being all the right, title, and estate of the aforesaid James Fearon and Ellen his wife, in and to the premises above described, together with all and singular the rights, liberties, privileges, and appurtenances unto the same belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof, to have and to hold the said premises, hereby granted to the said James Hepburn, his heirs and assigns, forever.

In witness whereof, the said parties hereto, by their attorney in fact aforesaid, have hereunto set their hands and seals, the day and year first above written.

JAMES FEARON. [SEAL.]
ELLEN M. FEARON. [SEAL.]

By their attorney in fact,

WILLIAM FEARON. [SEAL.]

Sealed and delivered in the presence of
WASHINGTON DUNN,
JOSEPH DUNN.

Lycoming county, ss.

Personally came before me, the subscriber, one of the justices of the peace in and for the county aforesaid, the within named William Fearon, who acknowledged the within and foregoing instrument of writing to be his act and *deed*, and the act and deed of James Fearon and Ellen M. Fearon, his constituents within named, and desired that the same might be recorded as such according to law.

In witness whereof, I have hereunto set my hand and seal, the third day of September, Anno Domini 1831.

WASHINGTON DUNN, [SEAL.]
Justice of the Peace.

Recorded September 5, Anno Domini 1831.

JNO. VANDERBELT, *Recorder.*

DEED.—*William Fearon to Robert Quay.*

This indenture, made and concluded the third day of June, in the year of our Lord eighteen hundred and thirty, between William Fearon and Ann his wife, of Centre county, Bald Eagle township, and State of Pennsylvania, of the one part, and Robert Quay, of Dunstable township, Lycoming county, and State aforesaid, of the other part, witnesseth, that the said William Fearon and Ann his wife, for and in consideration of the sum of one dollar, good and lawful money of said State, to them in hand paid, the receipt whereof they do hereby acknowledge, as well the receipt of a deed of conveyance made by the said Robert Quay and wife to William Fearon and Samuel Brown, for three tracts of land in the Bald Eagle township, to wit, one tract in the name of John Burk, one in the name of George Burk, and one in the name of John Fearon, part of said tracts in Centre, and part in Lycoming counties, (reference being had to said deed will more fully appear,) have granted, bargained, and sold, aliened, enfeoffed, released, and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, and confirm unto the said Robert Quay, his heirs, executors, administrators, and assigns, all *their* one, equal and undivided fourth part (the whole to be divided into four equal parts) of, in, and to three certain tracts of land, lying and being situated as follows, to wit, one certain tract of land situated on the north side of the west branch of the Susquehanna river, call Queen's Run, about half a mile above Muncy town, in the late purchase, formerly Northumberland, now Lycoming county, in Dunstable township, beginning at a post on the bank of said branch; thence by vacant land north forty degrees west, ninety-eight perches, to a post; thence by a mountain, north sixty-seven degrees east, two hundred and ninety-seven perches, to a pine; thence by vacant land south twenty-five degrees east, one hundred and thirty-six perches, to a hickory; and south thirty-two degrees west, eight perches, to an elm tree on the bank of said branch; thence up said river two hundred and ninety-six perches, to the place of beginning; containing one hundred and forty-four acres, and allowance; which said tract was surveyed in pursuance of a warrant, No. 661, granted to Robert Ritchey, dated October 12th, 1785, who, by deed dated October 17th, 1786, conveyed the same to the said Joseph Fearon, to have and to hold unto the said Robert Quay, his heirs, executors, administrators, and assigns, forever; together with all and singular the ways, woods, waters, water-courses, rights, liberties, houses, out-houses, barns, stables, and buildings whatsoever, thereunto belonging, or in anywise appertaining thereunto. Also, one other certain tract of land called Fairfield, situate in the last purchase, formerly Northumberland, now Lycoming county, in Dunstable township, about half a mile above the Muncy town, and adjoining the first mentioned tract on the north, beginning at a hickory; thence by surveyed land north thirty-two degrees east, two hundred and forty perches, to a post; thence north fifty degrees east, two hundred and eighty-six perches, to post; south fifty-three degrees west, two hundred and forty-nine perches, to a post; thence by land of the said Fea-

ron south fifty degrees east, two hundred and twenty-one perches, to post; thence by land of the said Fearon north sixty-seven degrees east, seventy perches, to a pine; and south twenty-five degrees east, one hundred and thirty-six perches, to thirty-six perches to the place of beginning; containing four hundred and forty-one acres and a half, and allowance of six per cents.; which tract includes Queen's run, and was surveyed in pursuance of a warrant, No. 5680, dated the 18th day of Sebtember, 1794, granted to the said Joseph Fearon. And, also, one other certain tract of land, called "Fotheringay," situate above Queen's run, formerly Northumberland, now Lycoming county, Dunstable township, lying on the west side of the last described four hundred and forty-one and half acre tract, beginning at a dogwood; thence by surveyed land north fifty degrees west, one hundred perches, to a pine; south fifty-two degrees west, one hundred and thirty-six perches, to a hickory; south one degree west, eighty-two perches, to a black oak; south forty degrees east, twenty-eight perches, to a hickory; north seventy-six degrees east, twenty-two perches, to a post; north forty degrees west, forty-two perches, to a black oak; north thirty degrees east, twenty perches, to a white oak; north seventy degrees; east, fifty-six perches, to a hickory; and north sixty-six degrees east, one hundred and twenty perches, to the beginning; containing seventy-seven acres and eighty-three perches, and allowance of six per cent. for roads: which said tract of land was surveyed in pursuance of a warrant, No. 3884, dated June the 19th, 1793, granted to the said Joseph Fearon; which said three tracts of land the supreme executive council of Pennsylvania, by letters patent, granted unto the said Joseph Fearon, reference unto the said patents being had will fully appear, and which, on the death of the said Joseph Fearon, who died intestate, unmarried, and without issue, descended mong other things to the children of his deceased brother, Abel Fearon and William Fearon, and which on a partition made between the heirs of the said William and Abel Fearon, deceased, the above described tracts of land, among other things, was allotted to the heirs of the said William Fearon, deceased, of whom the said William Fearon (grantor to this deed) is one, and is entitled to one-fourth part of the before described three tracts of land, together with all and singular the buildings and improvements, ways, waters, water-courses, rights, liberties, privileges, hereditaments, and appurtenances whatsoever thereunto belonging, or in anywise appertaining; and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim, and demand whatsoever of them, the said William Fearon and Ann his wife, and their heirs, in law, equity, or otherwise, howsoever, of, in and to the above and before described three tracts of land, and every part thereof, to have and to hold the said equal and undivided fourth part thereof, of, in, and to the said described three tracts of land, hereditaments, and premises hereby granted or mentioned, or intended so to be, with the appurtenances unto the said Robert Quay, his heirs and assigns forever; and the said William Fearon and Ann his wife, doth for themselves, their heirs, executors, administrators, and assigns, and each and every of them, release, convey, and forever quit claim

to the said described three tracts of land, unto the said Robert Quay, his heirs and assigns forever.

In witness whereof, we have hereunto interchangeably set our hands and seals, the day and year first written.

WILLIAM FEARON. [SEAL.]
ANN FEARON. [SEAL.]

Signed, sealed, and delivered in the presence of us, (is) interlined before signing.

WILLIAM WHITE.
JAMES BROWN.

Received, the day of the date of the foregoing indenture, of the said Robert Quay, the consideration-money, in full, and also a deed of conveyance from the said Quay and wife, for the land as mentioned near Scootack creek. Received by me.

WILLIAM FEARON.

Witness present, WM. WHITE, JAS. BROWN.

Lycoming county.

Before me the subscriber, a justice of the peace in and for said county, personally appeared the above and before named William Fearon and Ann his wife, grantors to this indenture, and acknowledge the foregoing indenture to be their act and deed, and desired the same, as such, might be recorded according to law; she the said Ann being of full age, and by me privately examined, separate and apart from her said husband, declared that she executed the said indenture voluntarily and of her own free will and accord, without any threats or compulsion of her said husband, the full contents thereof having been made known to her.

In witness whereof, I have hereunto set my hand and seal, this the third day of June, A. D. 1830.

WILLIAM WHITE, [SEAL.]
Justice of the Peace.

Recorded June 10th, A. D. 1830.

J. VANDERBELT, *Recorder.*

DEED.—*William Fearon to Robert Quay.*

This indenture, made the third day of June, in the year of our Lord eighteen hundred and thirty, by and between William Fearon and Ann his wife, of Bald Eagle township, county of Centre, and State of Pennsylvania, of the first part, and Robert Quay, sen., of Dunstable township, Lycoming county, and State aforesaid, of the second part, witnesseth:

That the said William Fearon and Ann his wife, for and in consideration of the sum of one dollar, lawful money, to them in hand paid by the said Robert Quay, sen., at or before the sealing and delivering hereof, the receipt whereof is hereby acknowledged, as well the receipt of a deed of conveyance from the said Robert Quay and wife, for their interest in and to three tracts of land in Bald Eagle township, part in Centre and part in Lycoming counties, have granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents the said William Fearon and Ann his wife, for

themselves, their heirs, executors, administrators and assigns, doth grant, bargain, sell, alien, enfeof, release and confirm unto the said Robert Quay, sen., his heirs and assigns forever, all their own equal and undivided fourth part (the whole into four equal shares to be divided) of, in, and to a certain tract of land, situated on the south side of the river Susquehanna, called Tangascootack Bottom, in Bald Eagle township, part of said tract in Centre, and part in Lycoming counties, in the State aforesaid, containing ninety-seven acres and twenty-eight perches, and allowance, be the same more or less, being the same tract of land which the supreme executive council of Pennsylvania, by letters patent, under the great seal of said State, dated August 20, 1790, enrolled in the rolls office, patent book No. 16, page 373, granted and confirmed unto Joseph J. Wallis, David Lenox, and Abraham Lukens, executors of John Lukens, deceased; and the said Abraham Lukens and Joseph J. Wallis having since departed this life, the said David Lenox did, by deed dated December 31st, 1804, convey the same to Daniel Smith, of Milton, who, by deed, duly executed, conveyed the same to Joseph Fearon, and which, on the death of the said Joseph Fearon, who died intestate, unmarried, and without issue, descended, amongst other things, to the children of his deceased brothers, William Fearon and Abel Fearon, and which, on a partition made between the heirs of the said Abel Fearon, *deceased*, and the heirs of the said William Fearon, *deceased*, was allotted, amongst other things, to the heirs of the said William, deceased, (of whom the said William Fearon, the grantor above named, is one) and is entitled to the one equal fourth part above mentioned and described, together with all and singular the buildings and improvements, ways, woods, waters, water-courses, rights, liberties, privileges, hereditaments, and appurtenances whatsoever, thereunto belonging, or in anywise appertaining; and the revisions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim, and demand whatsoever, of them, the said William Fearon and Ann his wife, their heirs and assigns, in law, equity, or otherwise, howsoever, of, in, and to the same, and every part thereof; to have and to hold the said one equal and undivided fourth part thereof, unto the said Robert Quay, sen., his heirs and assigns forever; and the said William Fearon and Ann his wife, for themselves, their heirs, executors, administrators and assigns, and each and every of them, doth by these presents release, grant, sell, and convey, and confirm and forever quit-claim to the premises within mentioned, unto the said Robert Quay, sen., his heirs and assigns forever.

In witness whereof, the parties to these presents have interchangeably set their hands and affixed their seals, the day and year first and within written.

WILLIAM FEARON. [SEAL.]
ANN FEARON. [SEAL.]

Sealed and delivered in the presence of—
NOTE.—All interlining and erasures done before signing.
WILLIAM WHITE, JAMES BROWN.

Received, the day of the date of the above and foregoing indenture, of the above named Robert Quay, the said consideration-money in full, and also the within mentioned deed of conveyance. I say received in full by me. Witness my hand.

WILLIAM FEARON.

NOTE.—The word "money," interlined before signing.

Witness present,

WILLIAM WHITE,
JAMES BROWN.

Centre county, ss.

Personally came before me, the subscriber, one of the justices of the peace in and for said county, Wm. Fearon, and Ann his wife, grantors named in the foregoing instruments of writing, and acknowledged the same to be their act and deed, and desired that it may be recorded as such. She, the said Ann, being of full age, having been separately and apart from her said husband, by me first examined, and the full contents of the said deed being made known to her, did declare that she did, voluntarily and of her own free will and accord, seal, and, as her act and deed, deliver the said deed, without any coercion or compulsion of her said husband.

In witness whereof, I have hereunto set my hand and seal, the third day of June, A. D., 1830.

WILLIAM WHITE, [SEAL.]
Justice of the Peace.

Recorded June 10th, A. D., 1830.

J. VANDERBELT,
Recorder.

DEED.—*Samuel Brown to Robert Quay.*

This indenture, made the second day of June, in the year of our Lord eighteen hundred and thirty, between Samuel Brown and Ann his wife, of Lamar township, and Centre county, and State of Pennsylvania, of the one part, and Robert Quay, of Dunstable township, Lycoming county, and State aforesaid, of the other part, witnesseth, that the said Samuel Brown and Ann his wife, for and in consideration of the sum of one dollar, to them in hand paid, by the said Robert Quay, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, as well also the receipt of a deed of conveyance this day executed by the said Robert Quay and wife, unto the said Samuel Brown and William Fearon, for three tracts of land, in Bald Eagle township, Centre county, part thereof being in Lycoming county, on the south side of the river, including a part of Scootack creek, one tract surveyed in the name of John Burk, one in the name of George Burk, and one in the name of John Fearon. *They, the said the said* Samuel Brown and Ann his wife, for themselves, their heirs, executors, administrators, and assigns, do by these presents, grant, bargain, sell, release, and convey, and by these presents, have granted, bargained, sold, and delivered enfeoffed,

released, and confirmed, unto the *the* said Robert Quay, his heirs, executors, administrators, and assigns, all their one, equal, and undivided fourth part (the whole into four equal shares to be divided) of, in, and to two certain tracts of land, lying and being situate on the north side of the Susquehanna river, about half a mile above the Muncy town, to wit: One tract called Fairfield, situate in the last purchase, formerly Northumberland, now Lycoming county, in Dunstable township, beginning at a hickory corner of an old survey, in the name of Robert Ritchey; thence by surveyed land, north thirty-two degrees east, two hundred and forty perches, to a post; north fifty degrees west, two hundred and eighty-six perches, to a post; south fifty-three degrees west, two hundred and forty-nine perches, to a post; south fifty degrees east, two hundred and twenty-one perches, to a post; thence by land of said Fearon, north sixty seven degrees east, seventy perches, to a pine; and south twenty-five degrees east, one hundred and thirty-six perches, to the place of beginning; containing four hundred and forty-one acres and a half, with six per cent. for roads, &c.; which said tract of land was surveyed in pursuance of a warrant, No. 5680, dated September 18, 1794, granted to the said Joseph Fearon; which said described tract includes a great part of a stream known by the name of Queen's run, adjoins a tract of land surveyed in the name of Ritchy, on which tract Robert Quay now resides with his family: also, one other tract, situate west of the tract called Fairfield, called Fotheringay, beginning at a dogwood; thence by surveyed land, north fifty degrees west, one hundred perches, to a pine; south fifty-two degrees east, one hundred and thirty-six perches, to a hickory; south one degree west, eighty-two perches, to a black oak; south forty degrees east, twenty-eight perches, to a hickory; south seventy-six degrees east, twenty-two perches, to a post; north forty degrees west, forty-two perches, to a black oak; north thirty degrees east, twenty perches, to a white oak; north seventy degrees east, fifty-six perches, to a hickory; and north sixty-six degrees east, one hundred and twenty-two perches, to the place of beginning; containing seventy acres and eighty perches, and the allowance of six per cent. for roads, &c.; which said tract of land was surveyed in pursuance of a warrant, No. 3884, dated June 19th, 1793, granted to the said Joseph Fearon; which said two tracts of land the supreme executive council of Pennsylvania, by letters patent, granted unto the said Joseph Fearon; reference being thereunto had will fully and at large appear; and which, on the death of the said Joseph Fearon, who died intestate, unmarried and without issue, descended among other things to the children of his deceased brother, William Fearon and Abel Fearon, deceased; and which, on a partition made the heirs of the said William and Abel Fearon, deceased, the within described two tracts of land, among other things, was allotted to the heirs of the said William Fearon, deceased, of whom the said Samuel Brown and Ann his wife is one, in right of said Ann, late Ann Fearon, and is entitled to one fourth part of the within described two tracts of land; together with all and singular the ways, woods, waters, water-courses, rights, liberties privileges,

hereditaments, and appurtenances whatsoever, thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of them, the said Samuel Brown and Ann his wife, their heirs, executors, administrators, and assigns, in law, equity or otherwise, of, in, and to the within described two tracts of land, and every part thereof. To have and to hold the one, equal, and undivided fourth part thereof, of, in, and to the said described two tracts of land, hereditaments, and premises, hereby granted and mentioned, or intended so to be, with the appurtenances, unto the said Robert Quay, his heirs and assigns for ever; and the said Samuel Brown and Ann his wife, for themselves, their heirs, executors, administrators, and assigns, and each and every of them, doth by these presents, release and confirm unto the said Quay, his heirs, executors, administrators and assigns, the one equal fourth part of the within mentioned two tracts of land, with the appurtenances thereunto belonging, forever. In witness whereof, the parties to these presents have hereunto interchangeably set their hands, and affixed their seals, the day and year first written.

NOTE.—All interlining done before signing.

SAMUEL BROWN, [SEAL.]
ANN BROWN, [SEAL.]

Signed, sealed, and delivered, in the presence of
G. OHL, JOSEPH BROWN, JOS. F. QUAY.

Received, the day of the date of the above and within indenture, from the above named Robert Quay, the consideration-money in full, and also, the deed of release from said Quay and wife, as mentioned within. I say, received the within consideration in full. Witness my hand.

SAMUEL BROWN.

Witness present, G. OHL, JOSEPH BROWN, JOSEPH F. QUAY.

Centre county.

Personally came before me, the subscriber, one of the justices of the peace in and for said county, Samuel Brown and Ann his wife, the grantors named in the foregoing instrument of writing, and acknowledged the same to be *their* act and deed, and desired that it might be recorded as such; she, the said Ann being of full age, and having been separately and apart from her said husband, by me first examined, and the full contents of the said deed being made known to her, did declare, that she did, voluntarily and of her own free will and accord, seal, and, her act and deed, deliver the said deed without any coercion or compulsion of her said husband. In witness whereof, I have hereunto set my hand and seal, at Lamar township, the second day of June, A. D. 1830.

G. OHL, [SEAL.]
Justice of the Peace.

Recorded June 10th, A. D. 1830.

J. VANDERBELT, *Recorder.*

DEED.—*Joseph Fearon to William L. Hirst.*

This indenture, made the twenty-fourth day of March, in the year of our Lord one thousand eight hundred and thirty, between Joseph Fearon, of the county of Philadelphia, soap and candle manufactory, of the one part, and William L. Hirst, of the city of Philadelphia, attorney at law, of the other part, witnesseth, that the said Joseph Fearon, for and in consideration of the sum of seven hundred and thirty-two dollars, lawful money of the United States of America, unto him well and truly paid by the said William L. Hirst, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened enfeoffed, released, sold and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff, release, convey and confirm, unto the said William L. Hirst, his heirs and assigns, all those two several tracts or pieces of land, situate in (then) Nippinose township, and Lycoming county, in the State of Pennsylvania, one of them called "St. James," surveyed in pursuance of a warrant granted to James McDonald, dated 7th April, 1794, who, by deed dated 24th April, 1794, conveyed the same to Joseph Fearon, to whom the same was duly patented on the 21st April, 1796; which patent is enrolled in the rolls office for the State of Pennsylvania, in patent book No. 28, page 124, particularly described by writs and bounds in the said patent, containing four hundred and twenty-three acres and three quarters, and allowance for roads, &c.; and the other of them "Pittsburg," surveyed in pursuance of a warrant granted to Margaret Power, dated 7th April, 1794, who, by deed dated 19th May, 1795, conveyed the same to Joseph Fearon, to whom the same was duly patented on the 27th day of April, 1796; which patent is enrolled in the rolls office for the State of Pennsylvania, in patent book No. 28, page 141, particularly described by writs and bounds in the said patent, containing three hundred and eight acres and a half, and allowance, &c.; which said tracts being part of the estate of Joseph Fearon, deceased, by sundry deeds of partition and confirmation, duly executed and recorded, became vested inter alia, in the said Joseph Fearon, in fee, together with all and singular the minerals, improvements, ways, water, water-courses, sites, liberties, privileges, hereditaments and appurtenances whatsoever, hereunto belonging, or in any ways appertaining; and the reversions and remainders, writs, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever, of him, the said Joseph Fearon, in law, equity or otherwise, howsoever, of, in, and to the same and every part thereof; to have and to hold the said tracts or pieces of land, hereditaments and premises, hereby granted or mentioned, and intended so to be, with the appurtenances, unto the said William L. Hirst, his heirs and assigns, to and for the only proper use and behoof of the said William L. Hirst, his heirs and assigns forever; and the said Joseph Fearon, for himself, his heirs, executors and administrators, doth by these presents, covenant, grant and agree to and with the said William L. Hirst, his heirs and assigns, that the said Joseph

Fearon, for himself and his heirs, all and singular the hereditaments and premises herein above described and granted, or mentioned and intended so to be, with the appurtenances, unto the said William L. Hirst, his heirs and assigns, against him, the said Joseph Fearon and his heirs, and against all and every other person or persons whomsoever, lawfully claiming, or to claim the same or any part thereof, shall and will warrant, and forever defend. In witness whereof, the said parties to these presents have hereunto interchangeably set their hands and seals, the day and year first above written.

JOSEPH FEARON. [SEAL.]

Sealed and delivered in the presence of us:
H. B. HIRST,
P. B. LEVY.

And received, the day of the date of the above indenture, of the above named William L. Hirst, the full consideration-money above mentioned.

JOSEPH FEARON.

Witness present,
H. B. HIRST,
P. B. LEVY.

The twenty-fourth day of March, Anno Domini 1830, before me, the subscriber, president-judge of the court of common pleas, of Philadelphia county, came the above named Joseph Fearon, and acknowledged the above indenture to be his act and deed, and desired the same might be recorded as such.

EDWARD KING.

Recorded June 9th, A. D. 1834.

MORTGAGE.—*Benjamin E. Valentine to Jacob Fox.*

This indenture, made the sixteenth day of April, in the year of our Lord one thousand eight hundred and thirty, between Benjamin E. Valentine, of the city of Philadelphia, gentleman, of the one part, and Jacob Fox, of the same place, of the other part; whereas the said Benjamin E. Valentine, in and by a certain obligation, or writing obligatory, under his hand and seal, duly executed, bearing even date herewith, stand bound unto the said Jacob Fox, in the sum of five thousand three hundred and fifteen dollars, conditioned for the payment of two thousand six hundred and fifty-seven dollars and fifty cents, with lawful interest for the same, payable half-yearly, one half of the principle payable in one year from this date, and the remaining half payable in two years from the date, without any fraud or any further delay, as in and by the said above recited obligation and the condition thereof, relation being thereunto had, may more fully and at large appear. Now, this indenture witnesseth, that the said Benjamin E. Valentine, as well for and in consideration of the aforesaid debt or sum of two thousand six hundred and fifty-seven dollars and fifty cents, and for the better securing the payment of the same, with interest, unto the said Jacob Fox, his executors, adminis-

trators, and assigns, in discharge of the said obligation, as for and in consideration of the further sum of one dollar unto him in hand, well and truly paid by the said Jacob Fox, at and before the sealing and delivering thereof, the receipt whereof is hereby acknowledged, hath granted, bargained, and sold, aliened, enfeoffed, released, and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff, release, and confirm, unto the said Jacob Fox, his heirs and assigns, all those certain five tracts or pieces of land or ground, situate in the county of Lycoming, in the State of Pennsylvania, surveyed in pursuance of warrants granted to Joseph Fearon, and patented to the said Joseph Fearon, one of them called "Edenburg," containing one hundred and eleven acres one hundred and sixty-five perches, warrant, No. 4843; another of them called "Fairfield," containing two hundred and eighty six acres, one hundred and five perches, warrant, No. 837; another of them called "White Oak Bottom, containing two hundred and fifty-four acres, warrant, No. 5615; another of them called "Belvoir," containing three hundred and sixty-seven acres one hundred and thirty-eight perches, warrant, No. 5613; and the other called "Retreat," containing three hundred and sixty-five acres one hundred and thirty-six perches, warrant, No. 5612, being the same premises which the said Jacob Fox and Elizabeth his wife, late Elizabeth Fearon, and the said Jacob Fox, attorney of Christopher Scarrow and Sarah his wife, formerly Sarah Fearon, by letters duly constituted by three several indentures, bearing even date herewith, and the purchase money being the consideration hereto, granted and conveyed to the said Benjamin E. Valentine, in fee, together with all and singular, the buildings and improvements, ways, waters, water-courses, rights, liberties, privileges, hereditaments, and appurtenances whatsoever, thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; to have and to hold the said five tracts or pieces of land or ground, hereditaments and premises hereby granted, or mentioned so to be, with the appnrtenances unto the said Jacob Fox, his heirs and assigns, to the only proper use and behoof of the said Jacob Fox, his heirs and assigns, forever; provided always, nevertheless, that if the said Benjamin E. Valentine, his heirs, executors, administrators, or assigns, do and shall well and truly pay or cause to be paid unto the said Jacob Fox, his executors, administrators, or assigns, the aforesaid debt or sum of two thousand six hundred and fifty-seven dollars and fifty cents, on the aforesaid day and time, herein before mentioned and appointed for payment of the same, together with lawful interest, as aforesaid, without any fraud or further delay, and without any deduction, defalcation, or abatement to be made of any thing, for or in respect of taxes, charges, or assessments, whatsoever; that then and from thenceforth, as well this present indenture, and the estate hereby granted, as the said above recited obligation, shall cease, determine, and become void, any thing herein before contained to the contrary thereof, in anywise, notwithstanding.

In witness whereof, the said parties to these presents have inter-

changeably set their hands and seals hereunto, dated the day and year first above written.

BENJAMIN E. VALENTINE, [SEAL.]

Sealed and delivered in the presence of us:
MATHEW D. BROWN,
W. L. HIRST.

Before me, one of the aldermen in and for the city of Philadelphia, came the above named Benjamin E. Valentine, and acknowledged the above written indenture to be his act and deed, and desired the same may be recorded as such. In testimony whereof, I have hereunto set my hand, and affixed my seal, the sixteenth day of April, in the year of our Lord one thousand eight hundred and thirty.

E. BARTRAN, [SEAL.]
Alderman.

Recorded April 24th, 1830.

J. VANDERBELT, *Recorder.*

I, Jacob Fox, do hereby acknowledge to have received the debt and interest, secured by this mortgage, in full, and in full satisfaction thereof. In witness whereof, I have hereunto set my hand and seal, this 4th day of June, A. D. 1833.

JACOB FOX, [SEAL.]

Test: JOHN VANDERBELT, *Recorder.*

PHILADELPHIA, *July* 26, 1830.

DEAR SIR: You ask me whether I paid taxes to you in 1828, on two tracts, No. 5680, (441 acres,) and 3884, (77 acres, 88 perches) in name of Jos. Fearon, in Lycoming county, in order to redeem the same.

In reply, I state that, in February, 1828, I paid you $67 55, being the taxes, costs, and per centage on five tracts of mine, in name of Jas. McDonald, Wm. Brown, Margaret Powers, William Powers, and Joseph Fearon, (990 acres 74 perches, No. 4840.)

The above were all the taxes I paid you; and you gave me a receipt, a copy of which I have. I paid you no other taxes; and if you have entered any more as paid, it is a mistake.

The two tracts, No. 5680 and 3884, belonged, under our family deed of partition, to Mr. Quay. The deed and mode of partition were fixed upon for a long time before the deed was signed; and Mr. Fox, our agent, rode often after the other heirs many miles, to get them all together. I think the power of attorney to Mr. Fox, to sign on behalf of the English heirs, bears date long before the deed; and we were a long time getting the power ready, afterwe had agreed to divide.

When the partition was made, I cannot say. It was agreed that each should pay the taxes on his own tract. Nothing was said on that subject.

Yours, &c.

JOSEPH FEARON.

WM. HARRIS, Esq.

No.	Quantity.	Warranted.	Owner.	Purchaser.	Township.	County Tax.			Road Tax.			Cost of Sale.
						1825	1826	1827	1825	1826	1827	
	423½	Jas. Mc.Donald	Joseph Fearon	Jos. Williams, jr	Wayne	$1 59	1 59	1 59	1 59	1 59	1 59	$3 62½
	99.159	Wm. Brown	" "	" "	"	37	37	37	37	37	37	3 62½
	308	M. Powers	" "	" "	"	1 15	1 15	1 15	1 15	1 15	1 15	3 62½
	272	Wm. Powers	" "	C. G. Heylmun	Nippinose	1 02	1 02	1 02	1 02	1 02	1 02	3 62½
4840	990.74	Joseph Fearon	" "	—	Dunstable	3 71	3 71	3 71	3 71	3 71	3 71	50
						$7 84	7 84	7 84	7 84	7 84	7 84	$15 00

$47 04
15 00 cost.

$62 04
5 51 the per centage.

$67 55

Received, February 8, 1828, of Joseph Fearon, sixty-seven dollars and fifty-five cents in full, for county and road taxes for the years 1825, 1826, and 1827, and cost of sale; also twenty-five per cent. as prescribed by law for the use of the purchaser.

WM. HARRIS, *Treasurer.*

Extracts from James J. Wallis, treasurer of Lycoming county's book, pages 18 *and* 19, *as read in evidence on the part of the defendant, viz:*

Quality.	Warrantees.	Owner.	Township.	County tax.				Road tax.				
				1809.	1810.	1811.	1812.	1809.	1810.	1811.	1812.	
Ac's.				$	$	$	$	$	$	$	$	
400	Thos. Palmer - - -	Heirs of Capt. James Craig	Shrewsberry.	50	50	67	67	50	50	67	67	
400	Isaac B. Dunn, Elkland -	do	do	50	50	67	67	50	50	67	67	
316¼	Jacob Weitzel - -	do	do	39	39	53	53	39	39	53	53	
320¾	James Withy - - -	do	do	40	40	53	53	40	40	53	53	
331	Richard Tomlinson -	do	do	41	41	55	55	41	41	55	55	
320¾	William Turner - -	do	do	40	40	53	53	40	40	53	53	
352¾	Getting Gover - - -	do	do	44	44	59	59	44	44	59	59	
320¾	Richard Clayburn - -	do	do	40	40	53	53	40	40	53	53	
320¾	Jacob Hiltsmier - -	do	do	40	40	53	53	40	40	53	53	
400	Jacob S. Howel - -	do	do	50	50	67	67	50	50	67	67	
400	James White - - -	do	do	50	50	67	67	50	50	67	67	
320	Jeremiah Jackson - -	do	Muncy.	40	40	53	53	40	40	53	53	
340¾	John W. Chickley -	do	do	42	42	57	57	42	42	57	57	
400	Wm. Richards, Elkland -	do	Shrewsberry.	50	50	67	67	50	50	67	67	
342¾	William Gray - - -	do	do	43	43	57	57	43	43	57	57	
333¾	Jos. Tatem - - -	do	do	41	41	55	55	41	41	55	55	
400	Wm. Nichols, out, Elkland -	do	do	50	50	67	67	50	50	67	67	
400	John Thain, out - -	do	do	50	50	67	67	50	50	67	67	
400	Jos. Anthony, out - -	do	do	50	50	67	67	50	50	67	67	
352¾	John Weitzel - - -	do	do	44	44	59	59	44	44	59	59	
400	Samuel Howel, out -	do	do	50	50	67	67	50	50	67	67	
352¾	Christr. Getting - -	do	do	44	44	59	59	44	44	59	59	
400	Josh. Hughes - - -	do	do	50	50	67	67	50	50	67	67	
400	Saml. Nichols, ½ out -	do	do	50	50	67	67	50	50	67	67	
352¾	Collinson Reed - -	do	do	44	44	59	59	44	44	59	59	
332	Jasper Ewing - - -	do	Muncy.	41	41	55	55	41	41	55	55	
				11 73	11 73	15 70	15 70	11 73	11 73	15 70	15 70	$109 72

Received, 2d February, 1813, of John B. Gwinet, by the hands of A. D. Hepburn, one hundred and nine dollars seventy-two hundredths, in full of the county and road taxes due on the above tracts of land, as per the above statement.

J. J. WALLIS, *Treasurer.*

No.	Quantity.	Warrantee.	Owner.	Township.	County tax.		Road tax.		Total.
					1811.	1812.	1811.	1812.	
					$	$	$	$	
3793	1092	Francis Jonston - -	Francis Johnston	Athens	18	18	18	18	
3790	1090	do - -	do	do	1 82	1 82	1 82	1 82	
3791	545	do - -	do	do	91	91	91	91	
3792	545	do - -	do	do	91	91	91	91	
3789	1000	do - -	do	do	1 67	1 67	1 67	1 67	
4581	550	do - -	do	do	92	92	92	92	
4582	330	do - -	do	do	55	55	55	55	
4583	220	do - -	do	do	37	37	37	37	
309	511	do - -	do	do	85	85	85	85	
					8 18	8 18	8 18	8 18	$32 72

Received, 2d February, 1813, of F. Johnson, by the hand of A. D. Hepburn, thirty-two dollars and seventy-two cents, in full of the tax due on the above statements.

J. J. WALLIS, *Treasurer.*

Hepburn vs. Dubois, Lessee of Wolcott.

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No.	Quantity.	Warrantee and owner.	Township.	County tax.				Road tax.			
				1809.	1810.	1811.	1812.	1809.	1810.	1811.	1812.
				$	$	$	$	$	$	$	$
	440	Samuel Quinn, Joseph Fearon's heirs -	Wayne.	55	55	73	73	55	55	73	73
	423¾	James McDonald, do. -	do.	53	53	70	70	53	53	70	70
	330	Matthew Hand, do. -	do.	41	41	55	55	41	41	55	55
	380¾	Alexander Powers, do. -	do.	47	47	63	63	47	47	63	63
	308¾	Margaret Powers, do. -	do.	38	38	51	51	38	38	51	51
	99.159	William Brown, do. -	do.	12	12	16	16	12	12	16	16
	317.136	Richard McCarter, do. -	do.	39	39	53	53	39	39	53	53
	272	William Power, do. -	Nippenose.	34	34	45	45	34	34	45	45
	392.136	Mary McClean, do. -	Washington.	49	49	65	65	49	49	65	65
5680	441	Joseph Fearon, do. -	Dunstable.	1 00	1 00	73	73	1 00	1 00	73	73
3884	77.88	Do. do. -	do.	19	19	13	13	19	19	13	13
837	286.105	Do. do. -	do.	71	71	48	48	71	71	48	48
5612	365.136	Do. do. -	do.	91	91	61	61	91	91	61	61
5613	367.138	Do. do. -	do.	92	92	61	61	92	92	61	61
4843	111.165	Do. do. -	do.	28	28	18	18	28	28	18	18
5615	254	Do. do. -	do.	64	64	42	42	64	64	42	42
4840	990.74	Do. do. -	do.	2 47	2 47	1 65	1 65	2 47	2 47	1 65	1 65
4841	1107.42	Do. do. -	do.	2 77	2 77	1 84	1 84	2 77	2 77	1 84	1 84
3694	55.145	Alexander Powers, do. -	Lycoming.	14	14	09	09	14	14	09	09
3696	54.135	Do. do. -	do.	14	14	09	09	14	14	09	09
3496	61.100	Do. do. -	do.	15	15	10	10	15	15	10	10
636	344	Crawford and Lyon, do. -	Pine Creek.	86	86	57	57	86	86	57	57
		Total - - $109 48	-	14 96	14 96	12 41	12 41	14 96	14 96	12 41	12 41

Received, 2d February, 1813, of James Fearon, by the hand of A. D. Hepburn, one hundred and nine dollars and forty-eight cents, in full of the county and road taxes due on the above tracts of land, as per the above statement.

J. J. WALLIS, *Treasurer.*

The said defendant then, further to maintain the said issues on his part, produced the Philadelphia book of William Harris, treasurer, referred to in his deposition, on page 40, of which it is thus entered, and was read in court.

No.	Quantity.	Warrantees.	Owners.	Township.	County tax.			Road tax.			
					1825.	1826.	1827.	1825.	1826.	1827.	
			Joseph Fearon's heirs.		$	$	$	$	$	$	
	440	Samuel Quinn - -	Christopher Scarrow	Wayne.	1 65	1 65	1 65	1 65	1 65	1 65	
	423¼	James McDonald -	Joseph Fearon	do	1 59	1 59	1 59	1 59	1 59	1 59	
	330	Matthew Hand - -	Jacob Fox	do	1 23	1 23	1 23	1 23	1 23	1 23	
	380¼	Alexr. Power - -	Jacob Fox	do	1 42	1 42	1 42	1 42	1 42	1 42	
	99.159	Wm. Brown - -	Joseph Fearon	do	37	37	37	37	37	37	
	317.36	Richard McCarty -	Jacob Fox	do	1 18	1 18	1 18	1 18	1 18	1 18	
	308	Margaret Power -	Joseph Fearon	do	1 15	1 15	1 15	1 15	1 15	1 15	
	272	William Power -	do	Nippinose.	1 02	1 02	1 02	1 02	1 02	1 02	
	392.156	Mary McClean -	No arrangem't; not paid	Washington.	1 47	1 47	1 47	1 47	1 47	1 47	
5680	441	Joseph Fearon - -	do	Dusntable.	1 65	1 65	1 65	1 65	1 65	1 65	
3884	77.88	do - -	do	do	28	28	28	28	28	28	
837	286.105	do - -	Jacob Fox	do	1 06	1 06	1 06	1 06	1 06	1 06	
5612	365.136	do - -	Christopher Scarrow	do	1 36	1 36	1 36	1 36	1 36	1 36	
5613	367.138	do - -	do	do	1 38	1 38	1 38	1 38	1 38	1 38	
5615	254	do - -	Jacob Fox	do	95	95	95	95	95	95	
4840	990.74	do - -	Joseph Fearon	do	3 71	3 71	3 71	3 71	3 71	3 71	
4841	1107.42	do - -	No arrangment made	do	4 15	4 15	4 15	4 15	4 15	4 15	
4843	111.165	do - -	Jacob Fox	do	42	42	42	42	42	42	
			Total, -	-	-	-	-	-	-	-	$156 24

And on page 33 of the same book—

No.	Quantity.	Warrantee.	Owner.	Township.	County tax.		Road tax.	
					1826.	1827.	1826.	1827.
	423 1-2	James McDonald -	Joseph Fearon	Wayne.	$1 59	$1 59	$1 59	$1 59
	99.159	William Brown -	do	do	37	37	37	37
	308	Margaret Powers -	do	do	1 15	1 15	1 15	1 15
	272	William Powers -	do	Nippinose.	1 02	1 02	1 02	1 02
4840	990.74	Joseph Fearon -	do	Dunstable.	3 71	3 71	3 71	3 71
					7 84	7 84	7 84	7 84

Received, February 8, 1828, Joseph Fearon, thirty-one dollars and thirty-six cents in full for county and road tax for the years 1826 and 1827, as above stated.

$31 36.

WM. HARRIS, *Treasurer.*

DEED.—*William Fearon's children to Abel Fearon's children.*

Whereas Joseph Fearon, late of the city of Philadelphia, tallow-chandler, died intestate on the twenty-fifth day of April, one thousand eight hundred and ten, seized and possessed of the hereinafter described real estate, leaving neither widow nor lawful issue, but the children of his brothers William Fearon and Abel Fearon, who are the legal heirs and representatives of the said Joseph Fearon. Now, know ye, that Robert Quay and Sarah his wife, late Sarah Fearon, of Lycoming county, in the State of Pennsylvania, James Fearon and Ellen Maria his wife, of the city of Philadelphia, Samuel Brown and Ann his wife, late Ann Fearon, of Centre county, in the State aforesaid, and William Fearon and Ann his wife, of Centre county, and State aforesaid, the heirs and legal representatives of William Fearon, deceased, for and in consideration of a quantity of land estimated in value equal to that hereinafter described, to be conveyed by a like release executed by the heirs and legal representatives of Abel Fearon, deceased, and for the sum of one dollar to them in hand, at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have remised, released, and forever quit-claimed, and by these presents do, for themselves and their heirs, remise, release, and forever quit-claim, unto Joseph Fearon, of the county of Philadelphia, tallow-chandler, *Elizabeth Fearon*, of Bothel, in the county of Cumberland, England, and Christopher Scarrow and Sarah his wife, late Sarah Steel, widow, formerly Sarah Fearon, of Cockermouth, in the county of Cumberland, England, heirs and legal representatives of Abel Fearon, deceased, and to their heirs and assigns forever, all the estate, right, title, interest, property, claim, and demand whatsoever, of them, the said James Fearon and Ellen Maria his wife, Samuel Brown and Ann his wife, and William Fearon and Ann his wife, and Robert Quay and Sarah his wife, of, in, or to the following tracts or pieces of land, with the appurtenances, to wit: all that certain tract of land, called "Spring Grove," situate in Buffaloe township, Northumberland, now Union county, in the State of Pennsylvania, containing one hundred and twenty-nine acres thirty-three perches, and allowance, surveyed in pursuance of an application, No. 950, entered 3d April, 1769, by Daniel Rees, who, by deed dated 26th February, 1780, conveyed the same to John Vanderen, jun., who, by deed dated 1st March, 1780, conveyed the same to Henry Emanuel Sutterloh, who, by deed dated 26th May, 1783, conveyed the same to Bartholomew Van Heer, who, by deed dated 1st July, 1784, conveyed the same to Alexander Power, who, by deed endorsed dated 13th August, 1794, conveyed the same to the said Joseph Fearon, deceased, for whom a warrant of acceptance issued 25th August, 1794, and patented to Joseph Fearon aforesaid, deceased, on the 10th day of September, 1794, enrolled in the rolls' office for the State of Pennsylvania, in patent book No. 21, page 525: also, a certain other tract of land called "Quinsborough," situate in Nepanase township, now Lycoming county, in the same Sate, containing four hundred and forty acres one hundred perches, and allowance, surveyed in pursuance of a warrant dated 7th April, 1794, granted to

Samuel Quinn, who, by deed dated 25th April, 1794, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 21st day of April, 1796, enrolled in the rolls' office for the State of Pennsylvania, in patent book No. 28, page 105: also, a certain other tract of land called "Brownfield," situate in the waters of M'Elhattoris run, formerly Northumberland, now Lycoming county, in the State aforesaid, containing ninety-nine acres one hundred and fifty-nine perches, and allowance, surveyed in pursuance of a warrant dated 7th April, 1794, granted to William Brown, who, by deed dated 18th May, 1795, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 29th day of April, 1796, enrolled in the rolls' office for the State of Pennsylvania, in patent book No. 27, page 466: also, a certain other tract of land called "Fairfield," situate in Saltsman run, about one mile from the Susquehannah, in the late purchase, Northumberland, now Lycoming county, in the State aforesaid, containing two hundred and eighty-six acres and one hundred and five perches, and allowance, surveyed in pursuance of a warrant, No. 837, granted to the said Joseph Fearon, deceased, dated the 15th June, 1787, and patented to the said Joseph Fearon, deceased, on 24th day of July, 1788, enrolled in the rolls' office for the State of Pennsylvania, in patent book No. 14, page 238: also, a certain other tract of land called "Rabit Borough," situate about three quarters of a mile west of Lycoming creek, and about four miles from the mouth of said creek, in the late purchase, district No. 1, in Northumberland, now Lycoming county, in the State aforesaid, containing one hundred and seventy-two acres forty-two perches, and allowance, surveyed in pursuance of three warrants, No. 3694, No. 3695, and No. 3696, all dated the 28th January, 1793, granted to Alexander Power, who, by deed dated 7th May, 1794, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, the 28th day of May, 1794, enrolled in the rolls' office for the State of Pennsylvania, in patent book No. 22, page 37: also, a certain other tract of land called the "Hunter's Fancy," situate about two miles west of Pine creek, in the late purchase, district No. 1, Northumberland, now Lycoming county, in the State aforesaid, containing three hundred forty-four acres and allowance, surveyed in pursuance of a warrant, No. 636, dated 26th of September, 1785, granted to James Crawford and Robert Lyon; and the said James Crawford, by deed dated 1st March, 1794, conveyed his part to said Robert Lyon, who, by deed dated 4th March, 1794, conveyed the same to said Alexander Power, and patented to the said Alexander Power on the 28th day of May, 1794, enrolled in the rolls' office for the State of Pennsylvania, in patent book No. 22, page 38; and which said tract of land, the said Alexander Power and Margaret his wife, by indenture, bearing date the 21st day of August, 1794, recorded in the office for recording of deeds in and for the county of Lycoming, in book 1, page 198, &c., granted and conveyed unto the said Joseph Fearon, deceased: also, a certain other tract of land called "Plainfield," situated in Whitmun's run, in Lycoming county, in the State

aforesaid, containing three hundred eighty acres one quarter, and allowance, surveyed in pursuance of a warrant, dated 7th April, 1794, granted to Alexander Power, who, by deed dated 18th May, 1795, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, the 30th day of April, 1796, enrolled in the rolls' office for the State of Pennsylvania, in patent book No. 28, page 142: also, a certain other tract of land called "Edinsburg," situate above Saltzman's run, in the late purchase, formerly Northumberland, now Lycoming county, in the State aforesaid, containing one hundred eleven acres one hundred and sixty-five perches, and allowance, surveyed in pursuance of a warrant, No. 4843, dated 3d February, 1794, granted to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 30th day of September, 1796, enrolled in the rolls' office for the State of Pennsylvania, in patent book No. 30, page 138: also, a certain other tract of land called "Retreat," situate on the waters of Saltzman's run, in the late purchase, formerly Northumberland, now Lycoming county, in the State aforesaid, containing three hundred sixty-five acres one hundred and thirty-six perches, and allowance, surveyed in pursuance of a warrant, No. 5612, dated 17th April, 1794, granted to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 30th day of September, 1796, enrolled in the rolls' office for the State of Pennsylvania, in patent book No. 30, page 139: also, a certain other tract of land called "Belvoir," situated on the waters of Saltzman's run, in the late purchase, formerly Northumberland, now Lycoming county, in the State aforesaid, containing three hundred sixty-seven acres and one hundred thirty-eight perches, and allowance, surveyed in pursuance of a warrant, No. 5613, dated the 17th of April, 1794, granted to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 30th day of September, 1796, enrolled in the rolls' office for the State of Pennsylvaaia, in patent book No. 30, page 137; also, a certain other tract of land called "White Oak Bottom," situate above Lick run, in the late purchase, formerly Northumberland, now Lycoming county, in the State aforesaid, containing two hundred fifty-four acres, and allowance, surveyed in pursuance of a warrant, No. 5615, dated the 19th April, 1794, granted to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 30th day of September, 1796, enrolled in the rolls' office for the State of Pennsylvania, in patent book No. 30. page 141; also, a certain other tract of land, called "White Oak Swamp," situate in the waters of Furney's run, in the late purchase, formerly Northumberland, now Lycoming county, in the State aforesaid, containing nine hundred and ninety acres seventy-four perches, and allowance, surveyed in pursuance of a warrant, No. 4840, dated the 1st of February, 1794, granted to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 30th day of September, 1796, enrolled in the rolls' office for the State of Pennsylvania, in patent book No. 30, page 137; also, a certain other tract of land, called "Eglantine," situate in Northumberland, now Lycoming county, in

the State aforesaid, containing three hundred sixty-nine acres, and allowance, surveyed in pursuance of a warrant dated the 3d of February, 1794, granted to Mary Fearon, who, by deed dated the 22d of May, 1795, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 6th day of October, 1796, inrolled in the rolls' office for the State of Pennsylvania, in patent book No. 30, page 142; also, a certain other tract of land, called "Union," situate in Lycoming county, in the State aforesaid, containing four hundred and twenty-four acres one-half, and allowance, surveyed in pursuance of a warrant dated 7th of April, 1794, granted to Robert Taylor, who, by a deed dated 24th of April, 1794, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 21st day of April, 1796, inrolled in the rolls's office for the State of Pennsylvania, in patent book No. 28, page 103; also, a certain other tract of land, called "Bedford," situate in Lycoming county, in the State aforesaid, containing four hundred fifty-nine acres one hundred and fifty-three perches, and allowance, surveyed in pursuance of a warrant dated 7th of April, 1794, granted to Jane Nelson, who, by deed dated 22d of February, 1776, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 29th day of April, 1796, inrolled in the rolls' office for the State of Pennsylvania, in patent book No. 27, page 468; also, a certain other tract of land, called "Hemphill," situate in Lycoming county, in the State aforesaid, containing three hundred and seventeen acres one hundred and thirty-six perches, and allowance, surveyed in pursuance of warrant dated 7th of April, 1794, granted to Rachel M'Carter, who by deed dated 22d of April, 1796, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 28th day of April, 1796, inrolled in rolls' office for the State of Pennsylvania, in patent book No. 28, page 142; also, a certain other tract of land, called "Pittsburg," situate on the waters of Whitman's run, in Lycoming county, in the State of Pennsylvania, containing three hundred and eight acres an half, and allowance, surveyed in pursuance of a warrant dated the 7th of April, 1793, granted to Margaret Powers, who, by deed dated 19th of May, 1795, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon deceased, on the 27th day of April, 1796, inrolled in the rolls' office for the State of Pennsylvania, in patent book No. 28, page 141; also, a certain other tract of land, called "St. James's," situate in Lycoming county, in the State aforesaid, containing four hundred and twenty-three acres three quarters, and allowance, surveyed in pursuance of a warrant dated 7th of April, 1794, granted to James McDonald, who, by deed dated 24th of April, 1794, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 21st day of April, 1796, inrolled in the rolls' office for the State of Pennsylvania, in patent book No. 28, page 104; also, a certain other tract of land, called "St. Matthew's," situate in Lycoming county, in the State aforesaid, containing three hundred and thirty acres, and allowance, surveyed in pursuance of a warrant dated 7th April, 1794, granted to

Mathew Hand, who, by deed dated 24th day of April, 1794, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 21st day of April, 1796, inrolled in the rolls' office for the State of Pennsylvania, in patent book No. 28, page 107; also, a certain other tract of land, called "Karchersburgh," situate on Dick's run, formerly Northumberland, now Lycoming county, in the State aforesaid, containing four hundred and twenty-seven acres and a quarter, and allowance, surveyed in pursuance of a warrant granted to Ludwig Karcher, dated the 17th of December, 1784, and patented to the said Ludwig Karcher the 2d day of July, 1787, inrolled in the rolls' office for the State of Pennsylvania, in patent book No. 11, page 5, being the same tract of land which Ludwig Karcher and Mary his wife, by indenture bearing date the 11th day of May, 1796, recorded in the office for recording of deeds in and for Centre county, in book C, page 396, &c., granted and conveyed unto Joseph Fearon aforesaid, deceased; also, a certain other tract of land, called "Williamsburg," situate in Centre county, formerly Northumberland, in the State aforesaid, containing four hundred and twenty-five acres, and allowance, surveyed in pursuance of a warrant granted to William Cooper, dated 7th April, 1794, who, by deed dated 24th day of April, 1794, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 21st day of April, 1796, inrolled in the rolls' office for the State of Pennsylvania, in patent book No. 28, page 104; also, a certain other tract of land, called "Richland," situate in Centre county, formerly Lycoming, in the State aforesaid, containing three hundred and twenty acres one hundred and twenty-eight perches, and allowance, surveyed in pursuance of a warrant dated 7th of April, 1794, granted to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 21st day of April, 1796, inrolled in the rolls' office for the State of Pennsylvania, in patent book No. 28, page 106; also, a certain other tract of land, called "St. George's," situate in Centre county, formerly Lycoming, in the State aforesaid, containg three hundred and twenty acres one hundred and twenty-eight perches, and allowance, surveyed in pursuance of a warrant dated 7th day of April, 1794, granted to George Kitts, who, by deed dated 24th day of April, 1794, conveyd the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 21st day of April, 1796, inrolled in the rolls' office for the State of Pennsylvania, in patent book No. 28, page 108; also, a certain other tract of land, called "Friendship," situate in district No. 4, late purchase, formerly Lycoming county, now Clearfield county, in the State aforesaid, containing five hundred eighteen acres and seventy-six perches, and allowance, surveyed in pursuance of a warrant, No. 5681, dated the 18th day of September, 1794, granted to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 27th day of April, 1797, inrolled in the rolls' office for the State of Pennsylvania, in patent book No. 33, page 41; also, a certain tract or parcel of land, situate on the branches of Hughe's river, in the county of Harrison, in the

State of Virginia, containing two hundred acres, being part of a tract of land containing ten thousand acres, granted to Thomas Proctor, by patent bearing date 21st day of March, 1786, the said two hundred acres being marked upon a general plan or map of the said ten thousand acres, No. 2481; which said tract of land, by indenture bearing date the 15th day of January, 1789, the said Thomas Proctor and Mary his wife granted and conveyed to the said Joseph Fearon, deceased; also, two certain lots or pieces of ground, situate in the town of Lewisborough, in the county of Union, in the State of Pennsylvania, one of them marked No. 15, in the general plan of said town, situate on the south side of Market street, between Third and Fourth streets; which said lot, by indenture bearing date the 28th day of April, 1789, Mathias Joseph Ellinklingsen and Clara Helena his wife granted and conveyed to Bartholomew Van Heer, recorded in the office for recording of deeds in and for the county of Northumberland, in book D, page 415, reference being thereunto had will more fully appear; and being the same lot which by indenture bearing date the 13th day of August, 1794, the said Bartholomew Van Heer and Elenora his wife granted and conveyed to the said Joseph Fearon aforesaid, deceased. And the other of the said lots, No. 66, situate in the said town of Lewisborough, on the east side of Front street, and north side of St. John's street, containing in breadth, north and south, sixty-six feet, and in length or depth, east and west, one hundred and fifty-seven feet six inches, bounded southward by St. John's street aforesaid, eastward by Plum Tree alley, fifteen feet wide, northward by lot No. 67, and westward by Front street aforesaid, which lot of ground, by indenture bearing date the 10th day of June, 1786, George Darr, only son and heir of Lewis Darr, granted and conveyed to David Trimble and John Trimble; which said lot of ground the said David Trimble and John Trimble, not accepting by endorsement made on the aforesaid deed, the said George Darr assigned all his right and title to the said lot to Mathias Joseph Ellinklingsen, which said deed is recorded in the office for recording of deeds in and for the county of Northumberland, in book D, page 413, and being the same lot which by indenture bearing date the 12th day of January, 1789, the said Mathias Joseph Ellinklingsen and Clara Helena his wife granted and conveyed to Bartholomew Van Heer, recorded in the office for the recording of deeds in and for the county of Northumberland, in book D, page 414; and which said lot, by indenture bearing date the 13th day of August, one thousand seven hundred and ninety-four, the said Bartholomew Van Heer and Elenora his wife granted and conveyed to the said Joseph Fearon, deceased; also, a certain other tract of land, situate in Beaver county, in the State aforesaid, surveyed in the name of William Brooks, jun., in donation district No. 1, survey numbered 169, containing two hundred and fifty acres, being the sixth tract north of the south boundary line of the district, and the second tract east of the boundary line between the State aforesaid and the State of Ohio, bounded by surveys numbered 1765, 1766, 1767, 1762, 173, 1765, and 85; also, a certain other tract of land situate in Butler county, in the State of Penn-

sylvania, surveyed in the name of Robert Wilson, in donation district No. 2, survey No. 369, containing two hundred acres, more or less, being on the south side of Slippery Rock creek, and bounded by Nos. 368, 367, 38, and 381; and a certain other tract of land called Derry, situate in Lycoming county, in the State aforesaid, containg two hundred and seventy-two acres, and allowance, surveyed in pursuance of a warrant granted to William Power, who, by deed dated the 6th May, 1795, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, the 17th day of April, 1796, inrolled in the rolls' office for the State of Pennsylvania, in patent book No. 27, page 467; to have and to hold the said tracts of land, lots, and premises above described unto the said Joseph Fearon, Elizabeth Fearon, and Christopher Scarrow and Sarah his wife, their heirs and assigns, to the only proper use and behoof of them, the said Joseph Fearon, Elizabeth Fearon, and Christopher Scarrow and Sarah his wife, their heirs and assigns forever; so that neither Robert Quay, Sarah his wife, Jamhs Fearon, Ellen Maria his wife, Samuel Brown and Ann his wife, and William Fearon and Anne his wife, nor their heirs, nor any other person or persons for them or in their names, or right, shall or may by any ways or means whatsoever, at any time hereafter, claim, challenge, or demand any estate, right, title, or interest of, in, or to the said tracts of land, lots, and premises, or any part thereof, but from all and every action and actions, estate, right, title, interest, property, claim, and demand of, in, or to the said premises, or any part or parcel thereof, they and every of them shall be forever barred by these presents; and the said Robert Quay and Sarah his wife, James Fearon and Ellen Maria his wife, Samuel Brown and Ann his wife, and William Fearon and Ann his wife, and their heirs, the said tracts of land, lots of ground, hereditaments, and premises, with the appurtenances, to the said Joseph Fearon, Elizabeth Fearon, and Christopher Scarrow and Sarah his wife, their heirs and assigns, against them, the said Robert Quay and Sarah his wife, James Fearon and Ellen Maria his wife, Samuel Brown and Ann his wife, and William Fearon and Anne his wife, and their heirs shall and will warrant and forever defend.

In witness whereof, the said parties have hereunto set their hands and seals, this twenty-sixth day of March, one thousand eight hundred and twenty-five.

ROBERT QUAY, [SEAL.]
SARAH QUAY, [SEAL.]
JAMES FEARON, [SEAL.]
ELLEN MARIA FEARON, [SEAL.]
SAMUEL BROWN, [SEAL.]
ANN BROWN, [SEAL.]
WILLIAM FEARON, [SEAL.]
ANNE FEARON. [SEAL.]

Signed, sealed, and delivered in the presence of us,
FRANCIS RUSSEL,
JAMES SCRAVENDIKE,
} by James Fearon and Ellen Maria Fearon.

M. ALLISON, JOSEPH M. FOX, } by Samuel Brown and Ann Brown.
THOMAS HAYS, JOSEPH M. FOX, } by Robert Quay and Sarah his wife.
JAMES CRAWFORD, JOSEPH M. FOX. } by William Fearon and Anne Fearon.

The words "and Mary his wife," in the third page and fourth line from the bottom, being first interlined.

Lycoming county, ss.

On the 26th day of March, A. D. 1825, before me, Joseph F. Quay, Esq., one of our justices of the peace in and for Lycoming county, came the within named Robert Quay and Sarah his wife, and severally acknowledged the within written indenture of release to be their act and deed, and desired that the same might be recorded as such according to law; she the said Sarah being of full age, separate and apart from her said husband, by me examined, and the full contents thereof made known to her, voluntarily consenting thereto.

In testimony whereof, I have hereunto set my hand and seal, the day and year aforesaid.

JOSEPH F. QUAY. [SEAL.]

Centre county, ss.

On the twenty-sixth day of March, A. D. 1825, before me, Matthew Allison, one of the justices of the peace in and for the county of Centre, came the within named Samuel Brown and Ann his wife, and severally acknowledged the within written indenture of release to be their act and deed, and desired the same might be recorded as such according to law; she the said Ann being of full age, separate and apart from her said husband by me examined, and the full contents made known to her, voluntarily consenting thereto.

In testimony whereof, I have hereunto set my hand and seal, the day and year aforesaid.

M. ALLISON. [SEAL.]

Centre county, ss.

On the twenty-sixth day of March, A. D. 1825, before me, James Crawford, one of our justices of the peace in and for the said county, came the within named William Fearon and Anne his wife, and severally acknowledged the within written indenture of release to be their act and deed, and desired that the same might be recorded as such according to law; she, the said Anne, being of full age, separate and apart from her said husband by me examined, and the full contents made known to her, voluntarily consenting thereto.

In testimony whereof, I have hereunto set my, and seal, the day and year aforesaid.

JAMES CRAWFORD. [SEAL.]

On the twenty-second day of April, A. D. 1825, before me, the subscriber, one of the aldermen of the city of Philadelphia, came the within named James Fearon and Ellen Maria his wife, and severally acknowledged the within written indenture of release to be their act and deed, and desired that the same might be recorded as such accordiug to law; she the said Ellen Maria, being of full age, separate and apart from her said husband by me examined, and the full contents made known to her, voluntarily consenting thereto.

In testimony whereof, I have hereunto set my hand and seal, the day and year aforesaid.

WILLIAM MILNOR. [SEAL.]

Entered in the office for recording of deeds, in and for Centre county, the twenty-sixth day of May, A. D. eighteen hundred and twenty-five, and recorded in deed book G, page 345, &c.

Given under my hand and seal of said office, at Bellefonte, same day.

M. PETTIT, *Recorder.*

Register's seal of Centre county. [L. S.]

Referred to in my deposition, May 24, 1833.

(Stamp) FR. RODEWALD, jun.

Before

JOHN LISLE, Commisr.

Jonathan Wood, of Cockermouth, in the county of Cumberland, wine merchant, maketh oath and saith, that he, this deponent, was present, and did see Christopher Scarrow, of Cockermouth, in the said county, blacksmith, and Sarah his wife, named in the powers of attorney hereunto annexed, severally marked A and B, on the eighth day of September, one thousand eight hundred and thirty-two, duly sign and seal, and, as their act and deed, deliver the said powers of attorney hereunto annexed; and that the names of "Christopher Scarrow" and "Sarah Scarrow," set and subscribed to the said powers of attorney, as the parties executing the same, are of the proper hands-writing of the said Christopher Scarrow, and Sarah his wife respectively: and that this deponent and Thomas Collins are the subscribing witnesses to the due execution thereof, and that the names Thomas Collins and Jonathan Wood, set and subscribed as witnesses thereto, are of the proper hands-writing of the said Thomas Collins and Jonathan Wood.

JONATHAN WOOD.

Sworn to by the said Jonathan Wood, at Cockermouth, in the county of Cumberland, this eighth day of September, in the year of our Lord one thousand eight hundred and thirty-two.

Before me

WM. WOOD,

Bailiff and chief magistrate of the borough of Cockermouth, in the county of Cumberland, England.

Lycoming county, ss.

Lycoming county, Recorder's office. } Recorded in the office for recording of deeds, &c., in and for the said county, in letter of attorney book A, page 57, &c., this tenth day of June, *Anno Domini* 1833.

In testimony whereof, I have hereunto set my hand and official seal, at Williamsport, the day and year aforesaid.

JNO. VANDERBELT.
Recorder of Lg. county.

Williamm Taylor, the younger, of Cockermouth, in the county of Cumberland, gentleman, in that part of the United Kingdoms of Great Britain and Ireland called England, maketh oath and saith, that he, this deponent, was present, and did see Christopher Scarrow, of Cockermouth, in the county of Cumberland aforesaid, and Sarah, the wife of the said Christopher Scarrow, named in the power of attorney hereunto annexed, on the twenty-fifth day of June, one thousand eight hundred and twenty-eight, duly sign and seal, and, as their act and deed, deliver the said power of attorney hereunto annexed; and the names "Christopher Scarrow," and "Sarah Scarrow," set and subscribed to the said power of attorney as the parties executing the same, are of the proper hands-writing of the said Christopher Scarrow and Sarah, the wife of the said Christopher Scarrow, respectively, and that this deponent and John Fisher, the younger, are the subscribing witnesses to the due execution of the said power of attorney, and that the names "Jno. Fisher, jun., and "Wm. Taylor, jun., set and subscribed as witnesses thereto, are of the proper hands-writing of the said John Fisher, the younger, and this deponent respectively.

WM. TAYLOR, jun.

I do hereby certify that the above named William Taylor, the younger, was duly sworn to the truth of the above affidavit, at the borough of Cockermouth, in the said county of Cumberland, on the twenty-sixth day of June, in the year of our Lord one thousand eight hundred and twenty-eight, before me, William Wood, attorney at law, bailiff, and chief magistrate of the said borough of Cockermouth.

In testimony whereof, I have (pursuant to the statute in that case made and provided) hereunto set my hand and the common seal of the said borough of Cockermouth, this said twenty-sixth day of June, in the year of our Lord one thousand eight hundred and twenty-eight.

WM. WOOD, jun. [SEAL.]
Bailiff and chief magistrate of the borough of Cockermouth.

Centre county, ss.

Recorded in the office for recording deeds, &c. in and for the county of Centre, in deed book H, page 19, &c.

In testimony whereof, I have hereunto set my hand and affixed the seal of the said office, at Bellefonte, this tenth day of November, A. D. 1828. W. PETTIT, *Recorder.*

Seal of Centre county, }
Register's office. }

(A.)

POWER OF ATTORNEY.—*Scarrow and wife to Jacob Fox and Nunnerly.*

To all whom these presents shall come: Christopher Scarrow, of Cockermouth, in the county of Cumberland, in that part of the United Kingdom of Great Britain and Ireland called England, and Sarah his wife (late Sarah Steel, widow, and formerly Sarah Fearon, spinster,) and which said Sarah the wife of the said Christopher Scarrow is one of the two daughters of Abel Fearon, late of Bothel, in the parish of Torpenhow, in the said county of Cumberland, yeoman, deceased, who was the brother of Joseph Fearon, late of Walnut street, Philadelphia, in the State of Pennsylvania, United States of America, tallow-chandler and soap-boiler, also deceased, send greeting: Whereas the said Joseph Fearon sometime since departed this life intestate, leaving his niece, the said Sarah Scarrow and Elizabeth, now the wife of Jacob Fox, late of Emerdale, in the said county of Cumberland, but now of No. 140, South Fifth street, Philadelphia, in the State of Pennsylvania aforesaid, miller, and his nephew, Joseph Fearon, of Philadelphia aforesaid, tallow-chandler and soap boiler, (the brother of the said Sarah Scarrow and Elizabeth Fox, and also the children of William Fearon, late of the State of Pennsylvania, aforesaid, also deceased, the other brother of the said Joseph Fearon, deceased,) his heirs at law and only next of kin, and as such heirs at law and next of kin of the said Joseph Fearon, deceased, the said Christopher Scarrow and said Sarah his wife (in her right), have together with the said Jacob Fox and Elizabeth his wife, (in her right,) and the said Joseph Fearon, their said brother, and the children of the said William Fearon, deceased, became seized and possessed of, or otherwise well entitled to divers messuages, lands, tenements, plantations, properties, possessions, and premises, in the said province or State of Pennsylvania, and elsewhere, in the United States of America aforesaid, late the estate of the said Joseph Fearon, deceased, and all other real and personal estate and effects whatsoever, which the said Joseph Fearon died possessed of, in certain shares and proportions; and whereas the said Jacob Fox and Elizabeth his wife some time ago left this country and went to, and are now residing in Philadelphia aforesaid, and they, the said Christopher Scarrow and Sarah his wife, being minded and desirous to sell, partition, divide, and dispose of all their part, share and proportion, estate and interest whatsoever, of and in said messuages, lands, tenements, plantations, properties, and possessions, premises, and to convert the same into money, and to settle the accounts and affairs of the said Joseph Fearon, deceased, so far as re-

gards them, the said Christopher Scarrow and Sarah his wife (in her right) with all, every, or any person or persons whomsoever, and to obtain and receive from all and every person and persons whomsoever, all the debts, sum, and sums of money owing to, and other the real and personal estate and effects of the said Joseph Fearon, deceased, which they the said Christopher Scarrow and Sarah his wife can or may claim or become entitled unto as aforesaid, and for other good causes and considerations them thereunto moving, they, the said Christopher Scarrow and Sarah his wife have, and each of them hath made, ordained, nominated, constituted, and appointed, and by these presents do, and each of them doth make, ordain, nominate, constitute, and appoint, and in their and each of their name and names, place, and stead, do and each of them doth put and depute Nathaniel Nunneley, No. 140, south Fifth street, city of Philadelphia, in the State of Pennsylvania aforesaid, scriviner, and him, the said Jacob Fox, of south Fifth streets, in the city of Philadelphia, aforesaid, miller, jointly and severally their and each of their true and lawful attorneys or attorney, for them, and in each of their name or names, or in their or either of their own name or names as their attorneys or attorney, and to for their and each of their use and benefit, to enter into (along with or without the said Jacob Fox and Elizabeth his wife, and the said Joseph Fearon and the children of the said William Fearon, deceased,) to take possession of their part, share, estate, and interest, of and in all and singular the said messuages, lands, tenements, plantations, properties, possessions, and premises, in any part of North America aforesaid, or any island contiguous thereto, wherein or whereto they, the said Christopher Scarrow and Sarah his wife (in her right,) or either of them have or hath any estate, right, title, or interest whatsoever, as one of the next of kin of the said Joseph Fearon, deceased, or otherwise, howsoever; and also for them, the said Christopher Scarrow and Sarah his wife, and in their and each of their name, or in the name or names of them, the said Nathaniel Nunneley and Jacob Fox, or either of them, as their and each of their attorneys or attorney, to put up and expose to sale along with or without the consent of the said Jacob Fox and Elizabeth his wife, and the said Joseph Fearon and the children of the said William Fearon, deceased, either in public auction or by private contract, as they, the said Nathaniel Nunneley and Jacob Fox shall think proper; all their said part, share, and interest, of, and in all and singular the said messuages: lands, tenements, plantations, properties, possessions, and premises, with the stock of cattle, implements, tools, utensils, furniture, effects, and other things thereto belonging, and to sell, and contract, and agree to sell, their estate, right, title, share, and interest of and in the said several premises, either entire or in parcels, to such person persons, and his, her, or their heirs, executors, administrators, and assigns, as shall contract and agree to become purchaser or purchasers, thereof, or any part or parts thereof, for such price or prices as the said Nathaniel Nunneley and Jacob Fox shall (either together, with or without the said Jacob Fox and Elizabeth his wife, Joseph Fearon, and the said children of the said

William Fearon) think proper to accept for the same, and in pursuance of the contracts to be made for the sale of their said part, share, estate, and interest, of and in the said several premises, for them, the said Christopher Scarrow and Sarah his wife, and in their names, or in their or either of their own name or names, as their attorney or attorneys, and as their and each of their act and deed, to sign, seal, deliver and execute all and every such deeds, conveyances, instruments, writings, and assurances, as shall or may be requisite or necessary for conveying and assuring their part, share, estate, and interest, of and in the said several premises or any part or parts thereof, to the person or persons, and his, her, or their heirs, executors, administrators, and assigns, who shall contract or agree for the purchases thereof or any part thereof, and to receive the money to be paid by the purchaser or purchasers of the said several premises or any part or parts thereof; and on the receipt thereof, for them, the said Christopher Scarrow and Sarah his wife, and each of them, as their attorneys or attorney as aforesaid, to sign, seal, and deliver any receipts, releases, or other acquittances or discharges for the said purchase-money, and also for them, and in their and each of their names, or in their or either of their own name or names, and, as their attorneys or attorney, to make a partition and division of the whole of the said messuages, lands, tenements, plantations, properties, possessions, and premises, late of the said Joseph Fearon, deceased, unto, between, and amongst the said Joseph Fearon, the children of the said William Fearon, deceased, Jacob Fox and Elizabeth his wife, and the said Christopher Scarrow and Sarah his wife, as they, the said Nathaniel Nunneley and Jacob Fox, or either of them, shall in their judgment and discretion think proper and expedient; and for them and each of them, and in their and each of their names or name, or in their own names or name as their attorneys, and, as their act and deed, to sign, seal, deliver, and execute all and every such deeds, conveyances, instruments, and writings, as shall or may be requisite or necessary for conveying and assuring to the said Joseph Fearon, the children of the said William Fearon, deceased, and the said Jacob Fox and Elizabeth his wife, and to their heirs, executors, administrators, or assigns respectively, their several estates and interests whatsoever, of, in, and to all such part and parts, of the said several premises as shall and may, upon each partition and division, be set out and awarded to them, upon such partition and division being made as aforesaid; and also, for them, the said Christopher Scarrow and Sarah his wife, and in their name, or in the name or names of them, the said Nathaniel Nunneley and Jacob Fox, or either of them, as their attorneys or attorney as aforesaid, to contract for, make, do, sign, seal, deliver, and execute all and every deed, instrument, writing, contract, receipt, agreement, matter, and thing whatsoever, which shall and may be requisite or necessary for the completing the sales, conveyances, partitions, and divisions above mentioned, and for accomplishing the several purposes aforesaid, or any of them, and also for them, the said Christopher Scarrow and Sarah his wife, and each of them, and in their or either of their name or names as their attorneys or attorney, but to and for

their and each of their use and benefit, to ask, demand, sue for, recover, and receive of and from all and every person and persons whomsoever liable to pay or deliver the same, all and every the goods and chattels, household goods, furniture, stock in trade, bonds, bills, mortgages, notes, money, and securities for money, debts, sum and sums of money, personal estate and effects, of what nature and kind soever and whatsoever, and belonging, due, owing, or payable to them, the said Christopher Scarrow and Sarah his wife; and also to account, agree with, and state and settle accounts with any person or persons whatsoever, touching all or any of the several matters aforesaid, and upon receipt or payment of all or any of the several matters aforesaid, or any part thereof, acquittances, releases, and discharges for the same, for them the said Christopher Scarrow and Sarah his wife, and each of them, and in their and each of their names, or in their own names as their attorneys, to sign, seal, execute, and deliver, and upon non-payment thereof or any part thereof, in their and each of their names, or in their own names or name, as their and each of their attorneys or attorney, to commence, use, sue, and prosecute any action or actions, suit or suits, at law or in equity, or other method or expedient for the enforcing or compelling the payment or delivery of the matters aforesaid, or any of them. And lastly, to use, procure, and take all such other lawful ways and means, and to do all other things for the recovery, receiving, and getting possession of their part and share of all the said real and personal estate and effects, as they shall judge or be advised to be proper and expedient for the recovering and receiving the same. And for the better accomplishing, exercising, or perfecting all or any of the powers, authorities, matters, or things aforesaid, one or more attorney or attorneys under them, the said Nathaniel Nunneley and Jacob Fox, to appoint, and at his pleasure to revoke; hereby ratifying, allowing, and confirming all and whatsoever the said Nathaniel Nunneley and Jacob Fox, or either of them, or any attorney or attorneys to be appointed by them as aforesaid, shall lawfully do or cause to be done in and about the premises, by virtue of these presents.

In witness whereof, the said parties to these presents have hereunto set their hands and seals, this twenty-fifth day of June, in the year of our Lord one thousand eight hundred and twenty-eight.

CHRISTOPHER SCARROW, [SEAL.]
SARAH SCARROW. [SEAL.]

Signed, sealed, and delivered, (being first duly stamped,) in the presence of

JOHN FISHER, jun.
WM. TAYLOR, jun.

This is the power of attorney of Christopher Scarrow and Sarah, the wife of said Christopher Scarrow, named and referred to in the annexed affidavit of William Taylor, the younger, gentleman, sworn to by him, before me, the twenty-sixth day of June, in the year of our Lord one thousand eight hundred and twenty-eight.

WM. WOOD, jun.

Recorded in the office for recording deeds, &c., for the city and county of Philadelphia, in letter of attorney book G. W. R, No. 2, page 129, &c.

Inrollment office for the city and county of Philadelphia. } Witness my hand and seal of office, this 8th day of September, A. D. 1828.

GEO. W. RITER, *Rr.*

Union county, sct.

Recorded in the office for the recording of deeds, in and for said county, in deed book F, page 365, &c., the 21st day of October, A. D. 1828. Witness my hand and seal of office, at New Berlin, this day and year aforesaid.

[*Illegible.*]

JOHN MACLAY, *Recorder.*

Lycoming county ss.

Lycoming county, Recorder's office. } Recorded in the office for recording deeds in and for said county of Lycoming county, in deed book T, page 210. In testimony whereof, I have hereunto set my hand, and the seal of said office, at Williamsport, this twenty-fifth day of October, A. D. 1828.

A. TAYLOR, *Recorder.*

To all to whom these presents may come:

Whereas the within and foregoing power of attorney, dated the 25th day of June, A. D. 1828, recorded in Lycoming county, Pennsylvania, in deed book T, page 210, being informal, according to the laws of Pennsylvania, for want of a private examination of Sarah Scarrow, and proof of the corporate seal of the borough of Cockermouth; now, for remedy thereof, we, the said Christopher Scarrow and Sarah Scarrow do, and each of us doth hereby again sign, seal, execute, deliver, ratify, and confirm the same, and all that has been done by virtue thereof.

Witness our hands and seals, this eighth day of September, in the year of our Lord eighteen hundred and thirty-two.

CHRISTOPHER SCARROW, [SEAL.]
SARAH SCARROW. [SEAL.]

Sealed and delivered in the presence of us, (the word "seal" having been first inserted in the fourth line from the top.)

JONATHAN WOOD,
Wine Merchant, Cockermouth.
THOMAS COLLINS,
Blacksmith, Cockermouth.

Be it remembered, that, on the eighth day of September, A. D. 1832, personally appeared before me, William Wood, bailiff and chief magistrate of the borough of Cockermouth, in the county of Cumberland, the above named Christopher Scarrow and Sarah his

wife, and acknowledged the within power of attorney, together with the above ratification thereof, to be their and each of their act and deed; the said Sarah Scarrow being of full age, and by me separate and apart from her said husband examined, and upon such private examination the full contents of said power of attorney and the above ratification thereof having been made known to her by me, did declare that she did voluntarily and of her own free will and accord, seal, and, as her act and deed, deliver the said power of attorney, as also the said ratification, without any coercion or compulsion of said husband.

In witness whereof, I have hereunto set my hand, and caused the corporate seal of the said borough of Cockermouth to be hereto affixed, the day and year last above written. } Seal of the borough of Cockermouth.

WM. WOOD,
Bailiff and Chief Magistrate of the Borough of Cockermouth.

Document A. page 4, referred to in my deposition, 24th May, 1833.
FR. RODEWALD, jun.

Before me,
JOHN LISLE, *Commissioner.*

Lycoming county, ss.

Lycoming county, Recorder's office. } Recorded the above ratification in the office for recording of deeds, &c., in and for the said county, in letter of attorney book A, page 56, &c., this tenth day of June, A. D. 1833.

Witness my hand and seal of office, at Williamsport, the day and year aforesaid.

JOHN VANDERBELT,
Recorder of Lg. Coty.

Philadelphia city and county, ss.

being duly according to law, saith that he was present, and did see Christopher Scarrow, of Cockermouth, in the county of Cumberland, England, blacksmith, and Sarah his wife, named in the powers of attorney hereunto annexed, severally marked (A) and (B,) duly sign, seal, and, as their act and deed, deliver the said powers of attorney hereto annexed; and that the names of "Christopher Scarrow" and "Sarah Scarrow," set and subscribed to the said powers of attorney as parties executing the same, are in the proper handwriting of the said Christopher Scarrow and Sarah Scarrow.

Borough of Cockermouth.

Be it remembered, that, on the eighth day of September, Anno Domini one thousand eight hundred and thirty-two, personally appeared before me, William Wood, the bailiff and chief magistrate of

the borough of Cockermouth, in the county of Cumberland, the within named Christopher Scarrow and Sarah his wife, and acknowledged the within written deed-poll to be their and each of their act and deed; she, the said Sarah Scarrow, being of full age, and by me separate and apart from her said husband examined, and upon such private examination the full contents of the said deed-poll having been made known to her by me, did declare that she did voluntarily and of her own free will and accord, seal, and, as her act and deed, deliver the said deed-poll without any coercion or compulsion of her said husband.

Seal of the borough of Cockermouth. } In witness whereof, I have hereunto set my hand, and caused the corporate seal of the said borough of Cockermouth to be hereunto affixed, the day and year aforesaid.

WILLIAM WOOD,

Bailiff and Chief Magistrate of the Borough of Cockermouth, in the county of Cumberland, England.

Document B, page 2, referred to in my deposition, May 24, 1833.

FR. RODEWALD, jun.

Before

JOHN LISLE, Commissioner.

City and county of Philadelphia, ss.

Be it remembered that, upon the twenty-fourth day of May, Anno Domini one thousand, eight hundred and thirty-three, personally appeared before me, Edward King, president-judge of the first judicial district of the State of Pennsylvania, Frederick Rodewald, junior, who being duly sworn according to law, doth depose and say that he is well acquainted with the corporate seal of the borough of Cockermouth, in the county of Cumberland, England, having, in the sixth day of September last, specially examined the same, and having taken an impression thereof with a view to the proof of the annexed power of attorney; and this deponent saith that the above seal is the true and genuine corporation seal of the said borough of Cockermouth, as he verily believes.

In witnsss whereof, I have hereunto set my hand and seal the day and year last above written.

EDWARD KING. [SEAL.]

FR. RODEWALD, jun.

(B)

Deed-poll or power of attorney to Fox and Vaughan.

To all to whom these present shall come: Christopher Scarrow, of Cockermouth, in the county of Cumberland, in that part of the United Kingdom of Great Britain and Ireland, called England, blacksmith, and Sarah his wife, (late Sarah Steel, widow, and formerly Sarah Fearon, spinster, and which said Sarah is one of the two daughters of Abel Fearon, late of Bothel, in the parish of Torpenhow, in the

said county of Cumberland, yeoman, deceased, who was the brother of Joseph Fearon, late of Philadelphia, in the State of Pennsylvania, United States of America, tallow-chandler and soap-boiler, also deceased, send greeting: Whereas the said Joseph Fearon, sometime since, departed this life intestate, leaving his neices, the said Sarah Scarrow and Elizabeth, now the wife of Jacob Fox, late of Enmerdale, in the said county of Cumberland, but now of Philadelphia county, in the State of Pennsylvania aforesaid, miller, and his nephew Joseph Fearon, of Philadelphia aforesaid, tallow-chandler and soap-boiler, (the brother of the said Sarah Scarrow and Elizabeth Fox,) and also of the children of William Fearon, late of the State of Pennsylvania aforesaid also deceased, (the other brother of the said Joseph Fearon, deceased,) his heirs at law and only next of kin, and as such heirs at law and next of kin of the said Joseph Fearon, deceased, the said Christopher Scarrow and Sarah his wife (in her right,) together with the said Jacob Fox and Elizabeth his wife, (in her right) and the said Joseph Fearon, their brother, and the children of the said William Fearon, deceased, became seized and possessed of, or otherwise well entitled to, divers messuages, lands, tenements, plantations, properties, possessions, and premises, in the said State of Pennsylvania and elsewhere, in the United States of America aforesaid, late the estate of the said Joseph Fearon, deceased, and other the real and personal estate and effects whatsoever which the said Joseph Fearon died possessed of, in certain shares and proportions: and whereas the said Christopher Scarrow and Sarah his wife, and Elizabeth Fearon, (now Elizabeth Fox,) by a certain letter of attorney, dated the eleventh day of February, Anno Domini one thousand eight hundred and eleven, recorded at Philadelphia, in the office for recording deeds, &c., for the city and county of Philadelphia, in letter of attorney book J. C. No. 1. page 252, &c., constituted and appointed Joseph Carwin, John Wilson, and John Carwin, their attorneys in fact, with certain powers and authorities therein mentioned and granted: and whereas the said Christopher Scarrow and Sarah his wife, by a certain letter of attorney, dated the twenty-fifth day of June, Anno Domini one thonsand eight hundred and twenty-eight, recorded in the office for recording deeds, &c., in and for Lycoming county, in Pennsylvania aforesaid, in deed book T, page 210, &c., constituted and appointed Nathaniel Nunneley and the said Jacob Fox, jointly and severally, their attorneys in fact, with certain powers and authorities therein mentioned and granted: and whereas the said Nathaniel Nunneley is since deceased: and whereas, under and by virtue of the said recited powers of attorney, or some of them, an amicable partition and divison of the real estate of the said Joseph Fearon, deceased, was made among all his heirs aforesaid, and by deed dated the twenty-sixth day of March, Anno Domini one thousand eight hundred and twenty-five, recorded in the office for recording deeds, &c., in Centre county, in Pennsylvania aforesaid, in deed book G, page 345, &c., certain tracts of land; parts and parcels thereof were allotted, released, conveyed, and confirmed to the said Christopher Scarrow and Sarah his wife, Elizabeth Fearon and Joseph Fearon, as and for their shares

and purparts of said real estate: and whereas, in and by certain deeds dated the thirteenth day of November, Anno Domini one thousand eight hundred and twenty-seven, made by and between the said Jacob Fox and Elizabeth his wife (late the said Elizabeth Fearon) of the one part, the said Joseph Fearon of another part, and the said Christopher Scarrow and Sarah his wife, of the other part, (the said Christopher and Sarah his wife acting by their said attorney in fact, Nathaniel Nunneley, who acknowledged the said deed on the fourth day of October, Anno Domini one thousand eight hundred and twenty-eight, as thereon appears) and recorded in the office for recording deeds, &c., in Lycoming county aforesaid, in book T, pages 215 and 219, &c.; a further amicable partition and division was made between the said parties, and certain tracts and lots of land therein described were thereby allotted, released, and confirmed unto the said Jacob Fox and Elizabeth his wife, and their heirs, in severalty their part and portion of the real estate of the said Joseph Fearon, deceased; and the following tracts, lots, parcels of land were allotted, released, conveyed, and confirmed unto the said Christopher Scarrow and Sarah his wife, and their heirs; to hold in severalty as their part and portion of the real estate of the said Joseph Fearon, deceased, to wit: all that certain tract of land, situate in Beaver county, in the State of Pennsylvania, surveyed in the name of William Brooks, junior, in donation district, No. 1, survey No. 169, containing 250 acres, being the sixth tract north of the boundary line between the State of Pennsylvania, and the State of Ohio, bounded by surveys numbered 1765, 1766, 1767, 1762, 173, 1765, and 85: also, all that other certain tract of land called Karchersburg, situate on Dick's run, adjoining lands of Blaine, & Co., in Bald Eagle township, formerly Northumberland, (now) Centre county, in the State of Pennsylvania, containing four hundred and twenty-seven acres and a quarter, and allowance, surveyed in pursuance of a warrant granted to Ludwig Karcher, dated the seventeenth day of December, Anno Domini one thousand seven hundred and eighty-four, patented to the said Ludwig Karcher, the second day of July, one thousand seven hundred and eighty-seven, inrolled in the roll's office for the State of Pennsylvania, in patent book No. 11, page 5, being the said tract of land which the said Ludwig Karcher and Mary his wife, by indenture bearing date the eleventh day of May, Anno Domini one thousand seven hundred and ninety-six, which said indenture Robert Ralston confirmed by indorsement, as assignee of the said Ludwig Karcher, the same day and date; recorded the sixth day of August, Anno Domini one thousand eight hundred and ten, in the office for recording deeds in and for Centre county, in book C, page 396, &c., granted and conveyed unto Joseph Fearon aforesaid, deceased, reference thereunto had will more fully and at large appear: also, all that other certain tract of land, called Queensborough, situate in Nepanase township, now Lycoming county, in the State aforesaid, containing four hundred and forty acres one hundred perches, and allowance surveyed in pursuance of a warrant dated the seventh day of April, Anno Domini one thousand seven hundred and ninety-four, granted to Samuel Quinn,

who, by deed dated the twenty-fifth of April, Anno Domini one thousand seven hundred and ninety-four, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the twenty-first day of April, Anno Domini one thousand seven hundred and ninety-six, inrolled in the rolls' office for the State of Pennsylvania, in patent book No. 28, page 105, &c.: also, all those other two certain lots or pieces of ground, situate in the town of Lewisborough, in the county of Union, in the State of Pennsylvania, one of them marked No. 15, in the general plan of said town, situate in the south side of Market street, between Third and Fourth streets; which said lot by indenture, bearing date the twenty-eighth day of April, Anno Domini one thousand seven hundred and eighty-nine, Mathias Ellenkhuysen and Clara Helena his wife granted and conveyed to Bartholemew Von Heer, recorded in the office for recording of deeds in and for the county of Northumberland, in book D, page 415, &c., reference being thereunto had will more fully appear; and being the same lot which by indenture bearing date the thirteenth day of August, Anno Domini one thousand seven hundred and ninety-four, the said Bartholemew Von Heer and Elenor his wife granted and conveyed to Joseph Fearon aforesaid, deceased, and the other of the said lots, No. 66, situate in the said town of Lewisborough, in the east side of Front street and north side of St. John street, containing in breadth, north and south, sixty-six feet, and in length or depth, east or west, one hundred and fifty-seven feet six inches, bounded southward by Saint John street aforesaid, eastward by Plumb Tree alley fifteen feet wide, northward by lot No. 67, and westward by Front street aforesaid; which said lot of ground, by indenture bearing date the tenth day of June, Anno Domini one thousand seven hundred and eighty-six, George Darr, only son and heir of Lewis Darr, granted and conveyed to David Trimble and John Trimble; which said lot of ground the said David Trimble and John Trimble, not accepting by indorsement made on the aforesaid deed, the said George Darr assigned all his right and title to the said lot to Mathias Joseph Ellenkhugsen; which said deed is recorded in the office for recording of deeds in and for the county of Northumberland, in book D, page 413, &c., and being the same lot which by indenture bearing date the twelfth day of January, Anno Domini one thousand seven hundred and eighty-nine, the said Mathias Joseph Ellenkhugsen and Clara Helena his wife granted and conveyed to Bartholemew Von Heer, recorded in the office for the recording of deeds in and for the county of Northumberland, in book D, page 414; and which said lot of ground, by indenture bearing date the thirteenth day of August, Anno Domini one thousand seven hundred and ninety-four, Bartholemew Von Heer and Elenor his wife granted and conveyed to the said Joseph Fearon, deceased: also, all that other certain tract of land, called Retreat, situate on the waters of Saltzman's run, in the late purchase, formerly Northumberland, now Lycoming county, in the State aforesaid, containing three hundred and sixty-five acres one hundred and thirty-six perches, and allowance, surveyed in pursuance of a warrant, No. 5612, dated the seventeenth day of April, Anno Domini one thousand seven hundred

and ninety-four, granted to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the thirtieth day of September, Anno Domini one thousand seven hundred and ninety-six, inrolled in the rolls' office for the State of Pennsylvania, in patent book No. 30, page 139: also, all that other certain tract of land called Belvoir, situate on the waters of Saltzman's run, in the late purchase, formerly Northumberland, now Lycoming county, in the State aforesaid, containing three hundred and sixty-seven acres and one hundred and thirty-eight perches, and allowance, surveyed in pursuance of a warrant No. 5613, dated the seventeenth day of April, Anno Domini one thousand seven hundred and ninety-four, granted to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the thirtieth day of September, Anno Domini one thousand seven hundred and ninety-six, inrolled in the rolls' office for the State of Pennsylvania, in patent book No. 30, page 137: also, all that other certain tract of land called Union, situate in Bald Eagle township, Lycoming county, in the State aforesaid, containing four hundred and twenty-four acres one-half, and allowance, surveyed in pursuance of a warrant dated the seventh day of April, Anno Domini one thousand seven hundred and ninety-four, granted to Robert Taylor, who, by deed dated the twenty-fourth day of April, one thousand seven hundred and ninety-four, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the twenty-first day of April, Anno Domini one thousand seven hundred and ninety-six, inrolled in the rolls' office for the State of Pennsylvania, in patent book No. 28, page 103: also, all that other certain tract of land called Richland, situate in Bald Eagle township, formerly Lycoming, now Centre county, in the State aforesaid, containing three hundred and twenty acres one hundred and twenty-eight, and allowance, surveyed in pursuance of a warrant dated the seventh day of April, Anno Domini one thousand seven hundred and ninety-four, granted to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the twenty-first day of April, Anno Domini one thousand seven hundred and ninety-six, inrolled in the rolls' office for the State of Pennsylvania, in patent book No. 28, page 106: also, all that other certain called Saint George's, situate in Bald Eagle township, in Centre county, formerly Lycoming, in the State aforesaid, containing three hundred and twenty acres and one hundred and twenty-eight perches, and allowance, surveyed in pursuance of a warrant dated the seventh day of April, Anno Domini one thousand seven hundred and ninety-four, granted to George Kitts, who, by deed dated the twenty-fourth day of April, Anno Domini one thousand seven hundred and ninety-four, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the twenty-first day of April, one thousand seven hundred and ninety-six, inrolled in the rolls' office for the State of Pennsylvania, in patent book No. 28, page 108: and also, all that other certain tract of land called Williamsburg, situate in Bald Eagle township, late Lycoming, now Centre county, formerly Northumberland, in the State aforesaid, containing four hundred and twenty-five acres, and allowance,

surveyed in pursuance of a warrant granted to William Cooper, dated the seventh day of April, Anno Domini one thousand seven hundred and ninety-four, who, by deed, dated the twenty-fifth day of April, Anno Domini one thousand seven hundred and ninety-four, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the twenty-first day of April, Anno Domini one thousand seven hundred and ninety-six, inrolled in the rolls' office for the State of Pennsylvania, in patent book No. 28, page 104: and whereas, the said Christopher Scarrow and Sarah his wife, by Jacob Fox their attorney in fact aforesaid, by deed dated the sixteenth day of April, Anno Domini one thousand eight hundred and thirty, recorded in the office for recording deeds, in and for Lycoming county aforesaid, in deed book S, page 774, &c., in consideration of the sum of seven hundred and thirty-three dollars and fifty cents, granted and conveyed unto Benjamin E. Valentine, in fee, two of the said tracts of land above described, situate in Lycoming county, aforesaid, viz: one of them called "Retreat," containing three hundred and sixty-five acres and one hundred thirty-six perches, and allowance, surveyed in pursuance of warrant No. 5612, and the other of them, called "Belvoir," containing three hundred and sixty-seven acres and one hundred and thirty-eight perches, and allowance, surveyed in pursuance of warrant No. 5613, together with the appurtenances: and whereas, the said Jacob Fox and Elizabeth his wife, by certain deeds dated the sixteenth day of April, Anno Domini one thousand eight hundred and thirty, recorded in the office for recording deeds, &c., in and for Lycoming county aforesaid, in deed book S, page 771 and 773, &c., granted and conveyed unto the said Benjamin E. Valentine, in fee, certain of the said tracts and lots of land, which in and by the said deed of partition of the thirteenth of November, Anno Domini one thousand eight hundred and twenty-seven, were allotted and released to them, the said Jacob Fox, in severally as aforesaid: and whereas, the said Benjamin E. Valentine and Auntt his wife, by deed dated the twenty-first day of April, Anno Domini one thousand eight hundred and thirty, recorded in Lycoming county aforesaid, in deed book S, page 775, &c., granted and conveyed unto Mathew C. Ralston, in fee, all the said lands and premises conveyed to him as aforesaid, by the said Jacob Fox, as attorney in fact of the said Christopher Scarrow and wife, and by the said Jacob Fox and wife, in their own rights, together with the appurtenances, as in and by the said recited letters of attorney and deeds will fully appear: and whereas the above recited powers of attorney are said to be informal, according to the laws of Pennsylvania, for want of a private examination of Sarah Scarrow, and proof of the corporate seal of the borough of Cockermouth: and whereas, it is just and equitable also, for the benefit of all the parties concerned therein, that the said several partitions and divisions of the real estate of the said Joseph Fearon, deceased, shall remain firm and stable, and be carried into effect, together also with the sales and conveyances as aforesaid, made by the said Jacob Fox, as our attorney in fact, to the said Benjamin E. Valentine: now, know all men by these presents, that we, the

said Christopher Scarrow and Sarah his wife, have adopted, ratified, confirmed, and held for good, and hereby do adopt, ratifiy, confirm, and hold for good, all and each of the aforesaid partitions and divisions of the real estate of the said Joseph Fearon, deceased, and also the said deed so as aforesaid made and executed on the sixteenth day of April, Anno Domini one thousand eight hundred and thirty, by the said Jacob Fox, as our attorney in fact, to the said Benjamin E. Valentine. And further, we have made, ordained, constituted, and appointed, and hereby do make, ordain, constitute, and appoint, the said Jacob Fox and John Vaughan, both of Philadelphia, in the State of Pennsylvania aforesaid, our true and lawful attorney or attorneys, jointly and severally, for us, and in our names and behalf, to make, execute, and deliver to the said Matthew C. Ralston, his heirs and assigns, and to any other person or persons interested therein, all such deeds, conveyances, and assurances in the law, as may be requisite to ratifiy, confirm, and hold good the aforesaid partitions and divisions of the real estate of the said Joseph Fearon, deceased, and also the said deeds, so as aforesaid, made by the said Joseph Fox, either as our attorney in fact, or in his own right, to the said Benjamin E. Valentine, hereby giving and granting to our said attorney and attorneys jointly and severally, our full power and authority in the premises, and ratifying and holding for good all that they shall legally do therein. In witness whereof, we have hereunto set our hands and seals, this eighth day of September, Anno Domini one thousand eight hundred and thirty-two, 1832.

CHRISTOPHER SCARROW, [SEAL.]
SARAH SCARROW. [SEAL.]

Sealed and delivered in the presence of us,
JONATHAN WOOD, *Wine merchant, Cockermouth.*
THOMAS COLLINS, *Blacksmith, Cockermouth.*

Know all men by these presents: Whereas, Joseph Fearon, late of the city of Philadelphia, in the State of Pennsylvania, tallow-chandler, died intestate on the 25th day of April, A. D. 1810, seized and possessed of the hereinafter described real estate, leaving neither widow nor lawful issue, but the children of his brothers, William Fearon and Abel Fearon, who are the legal heirs and representatives of the said Joseph Fearon, deceased; and whereas, Robert Quay and Sarah his wife, by indenture bearing date the 20th day of July, A. D. 1818, at the request of John Wilson, agent for the heirs generally of the aforesaid Joseph Fearon, deceased, remised, released, confirmed, surrendered, exonerated, discharged, and forever acquitted claim from every part and parcel of a certain tract of land, situate in Bald Eagle township, in the county of Centre, and Commonwealth of Pennsylvania, called Tangas Cootaeh creek, bounded on the west side of the west branch of Susquehannah river, containing one hundred and seventy acres, to the heirs generally, and executors and administrators of the said Joseph Fearon, deceased, excepting for themselves their share or part of said tract of land, as heirs in common with the other heirs of the afore-

said Joseph Fearon, deceased; and whereas the aforesaid Abel Fearon died intestate, on or about the 28th day of April, A. D. 1809, at a place called Barugh, in the parish of Wigton, in the county of Cumberland, in the United Kingdom of Great Britain and Ireland, called England, leaving one son, namely Joseph, and two daughters, Elizabeth and Sarah; and whereas, Joseph Fearon, of the district of Southwark, in the county of Philadelphia, in the State of Pennsylvania, tallow-chandler, yeoman, Jacob Fox and Elizabeth his wife, late Elizabeth Fearon, late of Bothel, in the parish of Torpehow, in the county of Cumberland, in England aforesaid, and Christopher Scarrow and Sarah his wife, late Sarah Steel, widow, formerly Sarah Fearon, of Cockermouth, in the county of Cumberland, in England aforesaid, the heirs and legal representatives of the said Abel Fearon, deceased, are seized and possessed, in fee simple, and have and hold, as tenants in common, equal shares of several certain tracts of land, which Robert Quay and Sarah his wife, late Sarah Fearon, of Lycoming county, in the State of Pennsylvania, James Fearon and Ellen Maria, of the city of Philadelphia, Samuel Brown and Ann his wife, late Ann Fearon, and William Fearon and Anne his wife, of Centre county, in the State of Pennsylvania, the heirs and legal representatives of the said Joseph Fearon, deceased, by indenture of partition and release bearing date the 26th day of March, A. D 1825, recorded in the office for recording deeds in and for Centre county, in the State of Pennsylvania, granted, conveyed, and released to the said Joseph Fearon, Jacob Fox and Elizabeth his wife, late Elizabeth Fearon, and Christopher Scarrow and Sarah his wife, late Sarah Steel, widow, formerly Sarah Fearon, in fee simple, as reference thereunto had will more fully and at large appear: and whereas, the said Joseph Fearon, Jacob Fox and Elizabeth his wife, late Elizabeth Fearon, and Christopher Scarrow and Sarah his wife, late Sarah Steel, widow, formerly Sarah Fearon, are desirous to have and to hold in severalty their respective shares thereof:

This indenture of three parts, made and concluded the thirteenth day of November, in the year of our Lord one thousand eight hundred and twenty-seven, by and between Jacob Fox and Elizabeth his wife, late Elizabeth Fearon, of the district of Southwark, in the county of Philadelphia, in the Commonwealth of Pennsylvania, gentleman, of the one part, and Joseph Fearon, of the district of Southwark aforesaid, tallow-chandler, yeoman, of another part, and *and* Christopher Scarrow and Sarah his wife, late Sarah Steel, widow, formerly Sarah Fearon, of Cockermouth, in the county of Cumberland, in that part of the United Kingdom of Great Britain called England, of the other part, witnesseth, that whereas, they, the said Jacob Fox and Elizabeth his wife, late Elizabeth Fearon, Joseph Fearon, and Christopher Scarrow and Sarah his wife, late Sarah Steel, widow, formerly Sarah Fearon, are seized in fee simple, and have and hold, as tenants in common, equal shares in several certain tracts of lands particularly and specially specified and described in an indenture of partition and release, bearing date the twenty-sixth day of March, A. D. 1825, recorded in the office for the recording of deeds in and for Centre

county, in the State of Pennsylvania, being the same tracts of land which Robert Quay and Sarah his wife, late Sarah Steel, widow, formerly Sarah Fearon, of Lycoming county, in the State of Pennsylvania, James Fearon and Ellen Maria his wife, of the city of Philadelphia, Samuel Brown and Ann his wife, late Ann Fearon, and William Fearon and Anne his wife, of Centre county, in the State aforesaid, granted, conveyed, and released, to the said Joseph Fearon, Jacob Fox and Elizabeth his wife, late Elizabeth Fearon, and said Christopher Scarrow and Sarah his wife, late Sarah Steel, widow, formerly Sarah Fearon, in fee simple, as reference thereunto had will more fully and at large appear: and whereas, the said parties have agreed and concluded to hold and enjoy their respective parts thereof in severalty. It is therefore covenanted, granted, and agreed by and between all and every of the said parties, for himself and herself, and for his, her, and their heirs, executors, and administrators, and they do hereby severally and respectively covenant, grant, and agree to and with the others, their several and respective heirs and assigns, that a partition of the said several tracts of land, particularly and specially described in the aforementioned deed of partition and release, shall be, and is hereby, made and determined in manner following; that is to say—first, that they, the said Jacob Fox and Elizabeth his wife, late Elizabeth Fearon, their heirs, shall and may from henceforth have, hold, possess, and enjoy, in severalty, all that certain tract of land called Fairfield, situate in Saltzman's run, about one mile from the Susquehannah river, in the late purchase, Northumberland, now Lycoming county, in the State of Pennsylvania, containing two hundred and eighty-six acres and one hundred and five perches, and allowance, surveyed in pursuance of a warrant, No. 837, granted to the said Joseph Fearon, deceased, dated the 15th June, 1787, and patented to the said Joseph Fearon, deceased, on the 24th day of July, 1788, enrolled in the rolls' office for the State of Pennsylvania, in patent book No. 14, page 238: also, all that other certain tract of land called the Hunter's Fancy, situate about two miles west of Pine Creek, in the late purchase, district No. 1, Northumberland, now Lycoming county, in the State aforesaid, containing three hundred forty-[illegible] acres, and allowance, surveyed in presence of a warrant, No. 636, dated the 26th September, 1785, granted to James Crawford and Robert Lyon; and the said James Crawford, by deed dated the 1st March, 1794, conveyed his part to said Robert Lyon, who, by deed dated the 4th March, 1794, conveyed the same to Alexander Power, late of Philadelphia, broker, and patented to the said Alexander Power on the 28th day of May, 1794, enrolled in the rolls' office for the State of Pennsylvania, in patent book No. 22, page 38; and which said tract of land the said Alexander Power and Margaret his wife, by indenture, bearing date the 21st day of August, 1794, recorded in the office for recording deeds in and for the county of Lycoming, in book I, page 198, &c., granted and conveyed unto the said Joseph Fearon, deceased: also, all that other certain tract of land called Friendship, situate in district No. 4, in the late purchase, formerly Lycoming county, now Clearfield county, in the State afore-

said, containing five hundred eighteen acres and seventy-six perches, and allowance, surveyed in pursuance of a warrant, No. 5681, dated the 18th day of September, 1794, granted to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 27th day of April, 1797, enrolled in the rolls' office for the State of Pennsylvania, in patent book No. 33, page 41; also, all that other certain tract of land called Edinburg, situate above Saltzman's run, in the late purchase, formerly Northumberland, now Lycoming county, in the State aforesaid, containing one hundred eleven acres one hundred and sixty-five perches, and allowance, surveyed in pursuance of a warrant, No. 4843, dated the 3d of February, 1794, granted to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 30th day of September, 1796, enrolled in the rolls' office for the State of Pennsylvania, in patent book No. 30, page 138: also, all that other certain tract of land called Plainfield, situate on Whitman's run, in Nespanose township, now Lycoming county, in the State aforesaid, containing three hundred and eighty acres one quarter, and allowance, surveyed in pursuance of a warrant, dated the 7th of April, 1794, granted to Alexander Power, who, by deed dated the 18th May, 1795, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, the 30th day of April, 1796, enrolled in the rolls' office for the State of Pennsylvania, in patent book No. 28, page 142: also, all that other certain tract of land called White Oak Bottom, situate above Lick run, in the late purchase, formerly Northumberland, now Lycoming county, in the State aforesaid, containing two hundred and fifty-four acres, and allowance, surveyed in pursuance of a warrant, No. 5615, dated the 19th of April, 1794, granted to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 30th day of September, 1796, enrolled in the rolls' office for the State of Pennsylvania, in patent book No. 30, page 141: also, all that other certain tract of land called St. Matthews, situate in Nipenose township, Northumberland, now Lycoming county, in the State aforesaid, containing three hundred and thirty acres and one half, and allowance, surveyed in pursuance of a warrant, dated the 7th of April, 1794, granted to Matthew Hand, who, by deed dated the 24th day of April, 1794, conveyed the same to the said Joseph Fearon, deceased, on the 21st day of April 1796, enrolled in the rolls' office for the State of Pennsylvania, in patent book No. 28, page 107: also, all that other certain tract of land called Bedford, situate in Bald Eagle township, Lycoming county, in the State aforesaid, containing four hundred and fifty-nine acres one hundred and fifty three perches, and allowance, surveyed in pursuance of a warrant, dated the 7th of April, 1794, granted to Jane Nelson, who, by deed dated the 22d day of February, 1796, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon deceased, on the 29th day of April, 1796, enrolled in the rolls' office for the State of Pennsylvania, in patent book No. 27, page 468: also, all that other certain tract of land called Hemphill, situate in Lycoming county, in the State aforesaid, containing three hundred and seventeen acres one hundred

and thirty-six perches, and allowance, surveyed in pursuance of a warrant, dated the 7th of April, 1794, granted to Rachel M'Carter, who, by deed dated 22d April, 1796, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 28th day of April, 1796, enrolled in the rolls' office for the State of Pennsylvania, in patent book No. 28, page 142: also, all that other certain tract of land called Eglantine, situate in Bald Eagle township, late Northumberland, now Lycoming county, in the State aforesaid, containing three hundred sixty-nine acres, and allowance, surveyed in pursuance of a warrant, dated the 3d of February, 1794, granted to Mary Fearon, who, by deed dated the 22d of May, 1795, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 6th of October, 1796, enrolled in the rolls' office for the State of Pennsylvania, in patent book No. 30, page 142: and, also, all that other certain tract or parcel of land, containing two hundred acres, being a part of a tract of land containing ten thousand acres, situate on the branches of Hughes' river, in the county of Harrison, in the State of Virginia, granted to Thomas Proctor, by patent under the hand of Patrick Henry, esquire, Governor of the Commonwealth of Virginia, and lesser seal of the said Commonwealth, bearing date the 21st day of March, 1786; the said two hundred acres being marked upon a general plan or map of the said ten thousand acres, No. 2481, being the same tract or parcel of land, by indenture bearing date the 15th day of January, 1789, the said Thomas Proctor and Mary his wife granted and conveyed to the said Joseph Fearon, deceased; and the said Joseph Fearon and the said Christopher Scarrow and Sarah his wife, late Sarah Steel, widow, formerly Sarah Fearon, for themselves, their heirs, executors, and administrators, do by these presents, grant, remise, release, and confirm the same to the said Jacob Fox and Elizabeth his wife, late Elizabeth Fearon, their heirs and assigns, forever, as and for the said Jacob Fox and Elizabeth his wife, late Elizabeth Fearon's full share, part, and proportion of, in, and to the several certain tracts of land contained in the deed of partition and release, made between the heirs of William Fearon, deceased, and the heirs of Abel Fearon, deceased, above mentioned: to have and to hold the same, with all the privileges and appurtenances thereof, to them, the said Jacob Fox and Elizabeth his wife, late Elizabeth Fearon, their heirs and assigns, forever, in severalty as aforesaid, and to them and their only use and behoof, forever; and the said Joseph Fearon, and the said Christopher Scarrow and Sarah his wife, late Sarah Steel, widow, formerly Sarah Fearon, do by these presents, for themselves, their heirs, executors, and administrators, covenant and grant to and with the said Jacob Fox and Elizabeth his wife, late Elizabeth Fearon, their heirs, executors, administrators, and assigns, that them and they shall and may, from henceforth, forever peaceably and quietly have, hold, use, occupy, possess, and enjoy the same, free and discharged of all right, title, claim, and demand whatever, of them the said Joseph Fearon, and Christopher Scarrow and Sarah his wife, late Sarah Steel, widow,

formerly Sarah Fearon, or either of them, nor their heirs nor any other person or persons for them, or in *in* their names or right, shall or may, by any ways or means whatsoever, at any time hereafter, claim, challenge, or demand, any estate, right, title, or interest, in or to the said tracts of land, lots, and premises, or any part thereof, but from all and every action and actions, estate, right, title, interest, property, claim, and demand, of, in, or to the said premises, or any part or parcel thereof, they and every of them shall be for ever barred by these presents; and the said Joseph Fearon, and the said Christopher Scarrow and Sarah his wife, late Sarah Steel, widow, formerly Sarah Fearon, the said tracts of land, lots of ground, hereditaments, and premises, with the appurtenances thereto belonging, to the said Jacob Fox and Elizabeth his wife, late Elizabeth Fearon, their heirs and assigns, against them, the said Joseph and the said Christopher Scarrow and Sarah his wife, late Sarah Steel, widow, formerly Sarah Fearon, and their respective heirs, shall and will warrant and forever defend: secondly, that he, the said Joseph Fearon, his heirs and assigns, shall and may, from henceforth, have, hold, possess, and enjoy, in severalty, all that certain tract of land called Rabbitt Borough, situate about three quarters of a mile west of Lycoming creek, and about four miles from the mouth of said creek, in the late purchase, district No. 1, in Northumberland, now Lycoming county, in the State of Pennsylvania, containing one hundred and seventy-two acres forty-two perches, and allowance, surveyed in pursuance of three warrants, No. 3694, No. 3695, No. 3696, all dated the 28th January, 1793, granted to Alexander Power, who, by deed dated 7th May, 1794, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, the 28th day of May, 1794, enrolled in the rolls' office for the State of Pennsylvania, in patent book No. 22, page 37: also, all that other certain tract of land called Derry, situate in Lycoming county, in the State of Pennsylvania, containing two hundred and seventy-two acres, and allowance, surveyed in pursuance, of a warrant granted to William Powers, who, by deed dated the 6th May, 1795, conveyed the same to the said Joseph Fearon, and patented to the said Joseph Fearon, deceased, the 17th day of April, 1796, enrolled in the rolls' office for the State of Pennsylvania, in patent book No. 27, page 467: also, all that other certain tract of land called Spring Grove, situate in Buffaloe township, Northumberland, now Union county, in the State of Pennsylvania, containing one hundred and twenty-nine acres thirty-three perches, and allowance, surveyed in pursuance of an application, No. 950, entered 3d April, 1769, by Daniel Rees, who, by deed dated the 26th February, 1780, conveyed the same to John Vanderen, junior, who, by deed dated 1st March, 1780, conveyed the same to Henry Emanuel Lutterloh, who, by deed dated the 26th May, 1783, conveyed the same to Bartholomew Von Heer, who, by deed, dated the 1st of July, 1784, conveyed the same to Alexander Power, who, by deed endorsed, dated 13th August, 1794, conveyed the same to the said Joseph Fearon, deceased, for whom a warrant

of acceptation issued 25th August, 1794, and patented to said Joseph Fearon, deceased, on the 10th day of September, 1794, enrolled in the rolls' office for the State of Pennsylvania, in patent book No. 21, page 525: also, all that other certain tract of land called Brownfield, situate on the waters of M'Elhatten's run, formerly Northumberland, now Lycoming county, in the State aforesaid, containing ninety-nine acres one hundred and fifty-nine perches, and allowance, surveyed in pursuance of a warrant, dated 7th April, 1794, granted to William Brown, who, by deed dated 18th May, 1795, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 29th day of April, 1796, enrolled in the rolls' office for the State of Pennsylvania, in patent book No. 27, page 466: also, all that other certain tract of land, situate in Butler county, in the State of Pennsylvania, surveyed in the name of Robert Wilson, in donation district, No. 2, survey numbered 369, containing two hundred acres, more or less, being on the south side of Slippery Rock creek, and bounded by numbers 368, 367, 38 and 381: also, all that other certain tract of land called White Oak Swamp, situate on the waters of Furney's run, in the late purchase, formerly Northumberland, now Lycoming county, in the State aforesaid, containing nine hundred and ninety acres seventy-four perches, and allowance, surveyed in pursuance of a warrant, No. 4840, dated the 1st February, 1794, granted to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 30th day of September, 1796, enrolled in the rolls'office for the State of Pennsylvania, in patent book No. 30, page 137: also, all that other certain tract of land called St. James, situate in Lycoming county, in the State aforesaid, containing four hundred and twenty-three acres three quarters, and allowance, surveyed in pursuance of a warrant, dated 7th April, 1794, granted to James M'Donald, who, by deed dated the 24th April, 1794, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 21st day of April, 1796, enrolled in the rolls' office for the State of Pennsylvania, in patent book No. 28, page 104: and, also, all that other certain tract of land called Pittsburg, situate on the waters of Whitman's run, in Lycoming county, in the State of Pennsylvania, containing three hundred and eight acres and a half, and allowance, surveyed in pursuance of a warrant, dated the 7th April, 1794, granted to Margaret Powers, who, by deed dated the 19th of May, 1795, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 27th day of April, 1796, inrolled in the rolls' office for the State of Pennsylvania, in patent book No. 28, page 141: and the said Jacob Fox and Elizabeth his wife, late Elizabeth Fearon, and the said Christopher Scarrow and Sarah his wife, late Sarah Steel, widow, formerly Sarah Fearon, for themselves, their heirs, executors, and administrators, do by these presents grant, remise, release, and confirm the same to the said Joseph Fearon, his heirs and assigns, forever, as and for the said Joseph Fearon's full share, part, and proportion of, in, and to the several certain tracts of land contained in the deed of partition and release made between

the heirs of William Fearon, deceased, and the heirs of Abel Fearon, deceased, above mentioned; to have and to hold the same, with all the privileges and appurtenances thereof, to him the said Joseph Fearon, his heirs and assigns forever, in severalty as aforesaid, and to his and their only use and behoof forever; and the said Jacob Fox and Elizabeth his wife, late Elizabeth Fearon, and the said Christopher Scarrow and Sarah his wife, late Sarah Steel, widow, formerly Sarah Fearon, do severally, by these presents, for themselves, their heirs, executors and administrators, covenant and grant to and with the said Joseph Fearon, his heirs, executors, administrators and assigns, that he and they shall and may from henceforth forever, peaceably and quietly have, hold, use, occupy, possess, and enjoy the same, free and discharged of all right, title, interest, claim, and demand whatsoever, of them, the said Jacob Fox and Elizabeth his wife, late Elizabeth Fearon, and Christopher Scarrow and Sarah his wife, late Sarah Steel, widow, formerly Sarah Fearon, or either of them; nor their heirs, nor any other person or persons for them, or in their names, or right shall, or may, by any ways or means whatsoever, at any time hereafter, claim, challenge, or demand any estate, right, title, or interest, of, in, or to, the said tracts of land, lots, and premises, or any part thereof; but from all and every action and actions, estate, right, title, interest, property, claim, and demand, of, in, or to the said premises, or any part or parcel thereof, they and every of them shall be forever barred by these presents; and the said Jacob Fox and Elizabeth his wife, late Elizabeth Fearon, and the said Christopher Scarrow and Sarah his wife, late Sarah Steel, widow, formerly Sarah Fearon, and their heirs, the said tracts of land, lots of ground, hereditaments and premises, with the appurtenances thereto belonging, to the said Joseph Fearon, his heirs and assigns, against them, the said Jacob Fox and Elizabeth his wife, late Elizabeth Fearon, and the said Christopher Scarrow and Sarah his wife, late Sarah Steel, widow, formerly Sarah Fearon, and their respective heirs, shall and will warrant and forever defend.

Thirdly, that the said Christopher Scarrow and Sarah his wife, late Sarah Steel, widow, formerly Sarah Fearon, their heirs and assigns, shall and may, from henceforth, have, hold, possess, and enjoy, in severalty, all that certain tract of land, situate in Beaver county, in the State of Pennsylvania, surveyed in the name of William Brooks, junior, in donation district, No. 1, survey, No. 169, containing two hundred and fifty acres, being the sixth tract north of the boundary line between the State of Pennsylvania and the State of Ohio, bounded by surveys numbered 1765, 1766, 1767, 1762, 173, 1765, and 85: also, all that other certain tract of land called Karchersburg, situate on Dick's run, adjoining lands of Blaine and Company, in Bald Eagle township, formerly Northumberland (now) Centre county, in the State of Pennsylvania, containing four hundred and twenty-seven acres and a quarter, and allowance, surveyed in pursuance of a warrant granted to Ludwig Karcher, dated the 11th December, 1774, and patented to the said Ludwig Karcher, on the 2d day of July, 1787, inrolled in the rolls' office for the State of Pennsylvania, in patent book No. 11, page 5, being the same tract

of land which Ludwig Karcher and Mary his wife, by indenture bearing date the 11th day of May, 1796, which said indenture Robert Ralston confirmed by indorsement as assignee of the said Ludwig Karcher, the same day and date, recorded the 6th day of August, A. D. 1810, in the office for recording of deeds in and for Centre county, in book C, page 396, &c., granted and conveyed unto Joseph Fearon aforesaid, deceased, reference thereunto had will more full and at large appear: also, all that other certain tract of land called Quinsborough, situate in Nepanase township, now Lycoming county, in the State aforesaid, containing four hundred and forty acres one hundred perches, and allowance, surveyed in pursuance of a warrant, dated the 7th April, 1794, granted to Samuel Quinn, who, by deed dated 25th April, 1794, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on lhe 21st day of April, 1796, inrolled in the rolls' office for the State of Pennsylvania, in patent book No. 28, page 105: also, all those other two certain lots or pieces of ground, situate in the town of Louisborough, in the county of Union, in the State of Pennsylvania, one of them marked No. 15, in the general plan of said town, situate on the south side of Market street, between Third and Fourth streets; which said lot, by indenture bearing date the 28th day of April, 1789, Mathias Ellenkhugsen and Clara Helena his wife granted and conveyed to Bartholomew Von Heer, recorded in the office for the recording of deeds in and for the county of Northumberland, in book D, page 415, reference being thereunto had will more fully appear; and being the same lot which, by indenture bearing date the 13th day of August, 1794, the said Bartholomew Von Heer, Ellenora his wife granted and conveyed to Joseph Fearon aforesaid, deceased; and the other of the said No. 66, situate in the said town of Lewisborough, on the east side of Front street, and north side of St. John street, containing in breadth, north and south, sixty-six feet, and in length or depth, east and west, one hundred and fifty-seven feet six inches, bounded southward by St. John street aforesaid, eastward by Plumb tree alley, fifteen feet wide, northward by lot No. 67, and westward by Front street aforesaid; which said lot of ground, by indenture bearing date the 10th day of June, 1786, George Darr, only son and heir of Lewis Darr, granted and conveyed to David Trimble and John Trimble; which said lot of ground the said David Trimble and John Trimble not accepting by indorsement made in the aforesaid deed, the said George Darr assigned all his right and title to the said lot to Mathias Joseph Ellenkhugsen, which said deed is recorded in the office for recording of deeds in and for the county of Northumberland, in book D. page 413, &c.; and being the same lot which, by indenture bearing date the 12th day of January, 1789, the said Mathias Joseph Ellenkhugsen and Clara Helena his wife granted and conveyed to Bartholomew Von Heer, recorded in the office for recording of deeds in and for the county of Northumberland, in book D, page 414; and which said lot, by indenture bearing date the 13th day of August, 1794, Bartholomew Von Heer and Elenora his wife granted and

conveyed to the said Joseph Fearon, deceased: also, all that other certain tract of land called Retreat, situate on the waters of Saltzman's run, in the late purchase, formerly Northumberland, now Lycoming county, in the State aforesaid, containing three hundred and sixty-five acres one hundred and thirty-six perches, and allowance, surveyed in pursuance of a warrant, No. 5612, dated the 17th of April, 1794, granted to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 30th day of September, 1796, inrolled in the rolls' office for the State of Pennsylvania, in patent book No. 30, page 139: also, all that other certain tract of land called Belvoir, situate on the waters of Saltzman's run, in the late purchase, formerly Northumberland, now Lycoming county, in the State aforesaid, containing three hundred sixty-seven acres and one hundred thirty-eight perches, and allowance, surveyed in pursuance of a warrant, No. 5613, dated the 17th of April, 1794, granted to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 30th day of September, 1796, inrolled in the rolls' office for the State of Pennsylvania, in patent book No. 30, page 137: also, all that other certain tract of land called Union, situate in Bald Eagle township, Lycoming county, in the State aforesaid, containing four hundred and twenty-four acres one half, and allowance, surveyed in pursuance of a warrant dated the 7th of April, 1794, granted to Robert Taylor, who, by deed dated the 24th day of April, 1794, conveyed the same to the said Joseph Fearon, deceased, and patented the same to the said Joseph Fearon, deceased, on the 21st day of April, 1796, inrolled in the rolls' office for the State of Pennsylvania, in patent book No. 28, page 103: also, all that other certain tract of land called Richland, situate in Bald Eagle township, formerly Lycoming, now Centre county, in the State aforesaid, containing three hundred and twenty acres one hundred and twenty-eight perches, and allowance, surveyed in pursuance of a warrant, dated the 7th day of April, 1794, granted to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 21st day of April, 1796, inrolled the rolls' office for the State of Pennsylvania, in patent book No. 28, page 106: also, all that other certain tract of land called St. George's, situate in Bald Eagle township, in Centre county, formerly Lycoming, in the State aforesaid, containing three hundred and twenty acres one hundred and twenty-eight perches, and allowance, surveyed in pursuance of a warrant dated the 7th day of April, 1794, granted to George Kitts, who, by deed dated the 24th day of April, 1794, conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 21st day of April, 1796, inrolled in the rolls' office for the State of Pennsylvania, in patent book No. 28, page 108: and, also, all that other certain tract of land called Williamsburg, situate in Bald Eagle township, late Lycoming, now Centre county, formerly Northumberland, in the State aforesaid, containing four hundred and twenty-five acres, and allowance, surveyed in pursuance of a warrant granted to William Cooper, dated the 7th day of April, 1794, who, by deed dated the 25th day of April, 1794,

conveyed the same to the said Joseph Fearon, deceased, and patented to the said Joseph Fearon, deceased, on the 21st day of April, 1796, inrolled in the rolls' office for the State of Pennsylvania, in patent book No. 28, page 104: and the said Joseph Fearon, and the said Jacob Fox and Elizabeth, his wife, late Elizabeth Fearon, for themselves, their heirs, executors and administrators, do, by these presents, grant, remise, release and confirm the same to the said Christopher Scarrow and Sarah his wife, late Sarah Steel, formerly Sarah Fearon, their heirs and assigns forever, as and for the said Christopher Scarrow and Sarah his wife, late Sarah Steel, widow, formerly Sarah Fearon's full share, part and proportion of, in, and to the certain several tracts of land contained in the deed of partition and release made between the heirs of William Fearon, deceased, and the heirs of Abel Fearon, deceased, abovementioned; to have and to hold the same, with all the privileges and appurtenances thereof, to them, the said Christopher Scarrow and Sarah his wife, late Sarah Steel, widow, formerly Sarah Fearon, their heirs and assigns forever, in severalty, as aforesaid, and to them and their only use and behoof, forever: and the said Joseph Fearon, and the said Jacob Fox and Elizabeth his wife, late Elizabeth Fearon, do by these presents, for themselves, their heirs, executors, and administrators, covenant and grant to and with the said Christopher Scarrow and Sarah his wife, late Sarah Steel, widow, formerly Sarah Fearon, their heirs, executors, administrators, and assigns, that them and they shall and may from henceforth forever peaceably and quietly have, hold, use, occupy, possess and enjoy the same, free and discharged of all right, title, interest, claim and demand whatsoever, of them, the said Joseph Fearon and Jacob Fox and Elizabeth his wife, late Elizabeth Fearon, or either of them; nor their heirs, nor any other person or persons, for them or in their names or right, shall or may, by any ways or means whatsoever, at any time hereafter, claim, challenge or demand any estate, right, title, or interest, of, in, or to the said tracts of land and premises, or any part thereof; but from all and every action and actions, estate, right, title, interest, property, claim and demand, of, in, or to the said premises, or any part or parcel thereof, they and every of them shall be forever barred by these presents; and the said Joseph Fearon, and the said Jacob Fox and Elizabeth, his wife, late Elizabeth Fearon, and their heirs, the said tracts of land, lots of ground, hereditaments and premises, with the appurtenances thereto belonging, the said Christopher Scarrow and Sarah his wife, late Sarah Steel, widow, formerly Sarah Fearon, their heirs and assigns, against them, the said Joseph Fearon and the said Jacob Fox and Elizabeth his wife, late Elizabeth Fearon, and their respective heirs, shall and will warrant and forever defend.

In witness whereof, the said Jacob Fox and Elizabeth his wife, late Elizabeth Fearon, party of the one part, and the said Joseph Fearon, party of another part, and the said Christopher Scarrow and Sarah his wife, late Sarah Steel, widow, late Sarah Fearon, of the other part, being the several parties named in the above indenture,

in token of their free consent hereto, have hereunto interchangeably set their hands and seals, the day and year first above written.

JOSEPH FEARON, [SEAL.]
JACOB FOX, [SEAL.]
her
ELIZABETH ⋉ FOX, [SEAL.]
mark
CHRISTOPHER SCARROW, } [SEAL.]
SARAH SCARROW, }
by their attorney,
NATHANIEL NUNNELEY. [SEAL.]

Signed, sealed, and delivered in the presence of us,
BRITTON EVANS,
NATHANIEL NUNNELEY,
JAMES BALCH, }
THOS. WILLIAMS, }
By NATHANIEL NUNNELEY,
Attorney for
CHRISTOPHER and SARAH SCARROW.

The following interlineations having been first made, before executing this deed, viz: the word (and) and words (late Elizabeth Fearon) between 12th and 13th lines from the page No. 3; the word (part) between the 1st and 2d lines, top of page No. 8; the word (parties) between 2d and 3d lines, from top of page No. 8.

Be it remembered, that, on the 13th day of November, Anno Domini one thousand eight hundred and twenty-seven, before me, Britton Evans, esq., one of justices of the peace in and for the county of Philadelphia, came the above named Joseph Fearon, who has executed the within deed, and in due form of law acknowledged the same to be his act and deed, and that he signed, sealed and delivered the within written indenture of partition and release, for the uses and purposes therein mentioned, and desired that the same might be recorded as such. In witness whereof, I have hereunto set my hand and seal, the day and year above written.

BRITTON EVANS, [SEAL.]
Justice of the Peace.

Be it remembered, that, on the thireenth day of November, Anno Domini one thousand eight hundred and twenty-seven, before me, Britton Evans, esquire, one of the justices of the peace in and for the county of Philadelphia, came the above named Jacob Fox and Elizabeth his wife, who have executed the within deed, and severally acknowledged the same to be their act and deed, and that they severally signed, sealed and delivered the within written indenture of partition or release, for the use and purposes therein mentioned, and desired that the same may be recorded as such, according to law; she, the said Elizabeth being by me examined separate and apart from her said husband, and the full contents of the said indenture

made known to her; on which examination, she, the said Elizabeth declared that she did voluntarily, and of her own free will and accord, sign, seal, and, as her act and deed, deliver the said indenture, without any fear, coercion, or compulsion of her, the said, husband. In witness whereof, I have hereunto set my hand and seal, the day and year above written.

BRITTON EVANS. [SEAL.]
Justice of the Peace.

STATE OF PENNSYLVANIA, *county of Philadelphia.*

Be it remembered, that, on this 4th day of October, Anno Domini 1828, before me, the subscriber, John Hunter, esquire, one of the justic[illegible] of the peace in and for the county of Philadelphia, personally appeared Nathaniel Nunneley, the above named subscribing attorney, known to me to be the person duly constituted and appointed attorney for and on behalf of the within named Christopher Scarrow and Sarah his wife, in and by a certain letter and power of attorney, duly executed by the said Christopher Scarrow and Sarah his wife, according to law, bearing date the 5th day of June, Anno Domini 1828, and recorded in the office for the recording of deeds, &c., for the city and county of Philadelphia, in letter of attorney book G. W. R., No. 2, page 129, &c., as reference thereunto had will more fully and at large appear; and, by virtue and in pursuance of the authority thereby given, do acknowledge the above deed or instrument of writing to be the respective act and deed of the said Christopher Scarrow and Sarah his wife, the parties therein named, according to the true intent and meaning of the said deed or instrument of writing, and of the act of Assembly in such case made and provided; and desired the same might be recorded as such, according to law. In testimony whereof, I have hereunto set my hand and seal, the day and date above written.

JOHN HUNTER, [SEAL.]
Justice of the Peace.

LYCOMING COUNTY, *sct.*

Lycoming county, Recorder's office.

Recorded in the office for recording deeds, &c., in and for said county of Lycoming, as far as the words "forever defend," inclusive, on the fourth page, in book T, page 219, &c. In witness whereof, I have hereunto set my hand and seal of said office, this twenty-fifth of October, A. D. 1828, at Williamsport.

A. TAYLOR, *Recorder.*

Fees, $4 25, paid.

This indenture, made the 16th day of April, in the year of our Lord one thousand eight hundred and thirty, between Jacob Fox, of the district of Southwark, county of Philadelphia, and Elizabeth his wife, of the one part, and Benjamin E. Valentine, of the county of

Philadelphia, gentleman, of the other part, witnesseth that the said Jacob Fox and Elizabeth Fox, for and in consideration of the sum of one thousand and sixteen dollars lawful money of the United States of America, unto them well and truly paid by the said Benjamin E. Valentine, at or before the sealing and delivering of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released, conveyed, and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, convey, and confirm, unto the said Benjamin E. Valentine, his heirs, and assigns, all that tract or piece of land or ground situate above Lick run, formerly Northumberland, now Lycoming county, beginning at a white oak; thence, by land of John Graham, north fifty degrees west, one hundred and eight perches, to a white oak; thence, by the same and land of Joseph Fearon, north twenty degrees east, three hundred and twenty perches, to a dogwood; thence, by land of Robert and William Wilson, south seventy degrees east, seventy-seven perches and a half, to a post; thence, by land of James Hepburn, south two hundred and sixty perches, to a dogwood; and thence, by vacant land, south fifty-two degrees west, one hundred and twenty-six perches, to the beginning: containing two hundred and fifty-four acres, and allowance of six per cent. for roads, &c.; which said tract was surveyed in pursuance of a warrant, No. 5615, dated the 19th day of April, 1794, granted to the said Joseph Fearon, and conveyed to the said Joseph Fearon, by patent under the great seal of the State of Pennsylvania, dated the thirteenth day of September, A. D. 1796, duly enrolled in the rolls' office for the said State, in patent book No. 30, page 141, &c.; being the same premises which the heirs of Joseph Fearon, deceased, by indenture of partition and release, dated the 13th day of November, A. D. 1827, duly recorded at Lycoming county, in book T, page 219, &c., granted and conveyed to the said Jacob Fox and Elizabeth his wife, in fee, together with all and singular the improvements, ways, waters, water-courses, rights, liberties, privileges, hereditaments, and appurtenances whatsoever, thereunto belonging or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, property, claim, and demand whatsoever, of them the said Jacob Fox and Elizabeth his wife, in law, equity, or otherwise howsoever, of, in, and to the same, and every part thereof; to have and to hold the said tract or piece of land, hereditaments, and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Benjamin E. Valentine, his heirs and assigns, to and for the only proper use and behoof of the said Benjamin E. Valentine, his heirs and assigns, forever. And the said Jacob Fox and Elizabeth his wife, for themselves, their heirs, executors, and administrators, do, by these presents, covenant, grant, and agree to and with the said Benjamin E. Valentine, his heirs and assigns, that they, the said Jacob and Elizabeth, their heirs all and singular the hereditaments and premises herein above described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Benjamin E. Valentine, his heirs and assigns, against them the

said Jacob and Elizabeth, heirs, and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from, or under them or either of them, shall and will warrant and forever defend. In witness whereof, the said parties to these present have hereunto interchangeably set their hands and seals, the day and year first above written.

JACOB FOX, [L. S.]

her
ELIZABETH ⋈ FOX. [L. S.]
mark.

Sealed and delivered in the presence of us,
W. L. HIRST.
H. B. HIRST.

Received, the day of the date of the above indenture, of the above named Benjamin E. Valentine, the full consideration-money, above mentioned.

JACOB FOX,

her
ELIZABETH ⋈ FOX.
mark.

Witnesses: W. L. HIRST.
H. B. HIRST.

The sixteenth day of April, Anno Domini, 1830, before me, an alderman of the city of Philadelphia, came the above named Jacob Fox and Elizabeth his wife, and acknowledged the above indenture to be their act and deed, and desired the same might be recorded as such according to law; she, the said Elizabeth, being of full age and by me examined separate and apart from her said husband, the contents thereof being first fully made known to her, declared that she executed, the same voluntarily of her own free will and accord, without any coercion or compulsion of her said husband.

Witness my hand and seal.

S. BADGER, *Alderman.* [L. S.]

Lycoming county, ss.

Lycoming county, Recorder's office. } Recorded in the office for recording of deeds, &c., in and for said county, in deed book S, page 773, &c. In testimony whereof, I have hereunto set my hand, and the seal of the said office, at Wiliamsport, this third day of June, A. D. 1830.

J. VANDERBELT, *Recorder.*

Fees, $1 31.

This indenture, made the twenty-first day of April, in the year of our Lord one thousand eight hundred and thirty, between Benjamin E. Valentine, of the city of Philadelphia, gentleman, and Ann H.

his wife, of the one part, and Matthew C. Ralston, of the said city, merchant, of the other part, witnesseth, that as well in consideration of the sum of one dollar, lawful money, to them in hand paid by the said Matthew C. Ralston, at the time of the execution hereof, the receipt whereof is hereby acknowledged, and other good and valuable considerations them hereunto moving, as of the sum of two thousand six hundred fifty-seven dollars fifty cents, mortgage moneys, hereinafter mentioned, with the interest accrued and to accrue thereon, which he, the said Matthew C. Ralston, has taken on himself and agreed to pay, he, the said Benjamin E. Valentine and Ann H. his wife have granted, bargained, sold, released, and confirmed, and by these presents do grant, bargain, sell, release, and confirm, unto the said Matthew C. Ralston, his heirs and assigns, all those five certain tracts or pieces of land or ground, situate in formerly Northumberland, now Lycoming county, in the State of Pennsylvania: one of them above Lick run, beginning at a white oak; thence, by land of John Graham, north fifty degrees west, one hundred and eight perches, to a white oak; thence, by the same and land of Joseph Fearon, north twenty degrees east, three hundred and twenty perches, to a dogwood; thence, by land of Robert and William Wilson, south seventy degrees east, seventy-seven perches and a half, to a post; thence, by land of James Hepburn, south two hundred and sixty perches, to a dogwood; and thence, by vacant land, south fifty-two degrees west, one hundred twenty-six perches, to the beginning; containing two hundred fifty-four acres, and allowance of six per cent. for roads, &c.; which said tract was surveyed in pursuance of a warrant, No. 5615, dated the nineteenth day of April, 1794, granted to the said Joseph Fearon: one other of them, called Edinburg, above Saltzman's run, beginning at a white-oak; thence, by other land of said Joseph Fearon, south twenty degrees east, one hundred perches, to a post; south sixteen degrees east, one hundred and twenty-four perches, to a post; south sixty-two degrees west, seventy-six perches, to a pine; thence, by vacant land, north twenty-two degrees west, one hundred and eighteen perches, to a hickory; north thirty-two degrees west, eighty-three perches, to a white-oak; and north fifty-four degrees east, one hundred and nine perches; containing one hundred and eleven acres one hundred and sixty-five perches, and allowance of six per cent. for roads, &c.; which said tract was surveyed in pursuance of a warrant, No. 4843, dated third day of February, 1794, granted to the said Joseph Fearon; one other of them, called Fairfield, on the said Saltzman run, about one mile from the Susquehanna, beginning at a chesnut-oak; thence, by vacant land, south seventy-eight degrees west, two hundred and four perches, crossing said run, to a white-oak; south twenty-degrees east, one hundred perches, to a post; south sixteen degrees east, one hundred and twenty-four perches, to a post; north seventy-eight degrees east, one hundred and eighty-six perches, crossing said run, to a white-oak; north fifty degrees east, sixty-two perches, to a white-oak; north twenty-nine degrees west, two hundred perches, to the place of beginning; containing two hundred and eighty-six acres and one hundred and five per-

ches, allowing of six per cent. for roads, &c.; which said tract was surveyed in pursuance of a warrant, No. 837, granted to the said Joseph Fearon, dated the fifteenth day of June, 1787, &c.: one other of them called "Retreat," on the waters of Saltzman's run, beginning at a post; thence, by vacant land, north twenty-eight degrees and a half west, one hundred seventy-seven perches, to a post; thence, by land of Joseph Fearon, north seventy degrees east, three hundred eighty-two perches, to a post; thence, by vacant land, south twenty-four degrees and a half east, thirty-six perches to a dogwood; thence, by other land of the said Fearon, south twenty degrees west, two hundred and twenty perches, to a pine; and thence, by John Graham's improvement, west two hundred and twenty-eight perches, to the beginning; containing three hundred and sixty-five acres, one hundred thirty-six perches, and allowance of six per cent. for roads, &c.; which tract was surveyed in pursuance of a warrant, No. 5612, dated the 17th day of April, A. D. 1794, granted to the said Joseph Fearon: and the other of the said tracts, called "Belvoir," on the waters of said Saltzman's run, beginning at a pine; thence, by other land of the said Fearon, north sixty-two degrees east, seventy-six perches, to a post; north seventy-eight degrees east, one hundred and eighty-six perches, to a white-oak; north fifty degrees east, sixty-two perches to a white-oak; thence, by vacant land, south twenty-four degrees and a half east, two hundred and ten perches, to a post; thence, by land of said Fearon, south seventy degrees west, three hundred and eighty-two perches, to a post; thence, by vacant land, north eighty-four perches, to a hickory; and north eight degrees west, eighty perches, to the beginning; containing three hundred and sixty-seven acres one hundred and thirty-eight perches, and allowance of six per cent. for roads, &c.; which said tract was surveyed in pursuance of a warrant, No. 5613, dated the seventeenth day of April, A. D. 1794, granted to the said Joseph Fearon. The first above described tract of land, Jacob Fox and Elizabeth his wife, by indenture, dated the sixteenth day of April instant, granted and conveyed unto the said Benjamin E. Valentine, in fee. The second and third above described tracts of land, the said Jacob Fox and Elizabeth his wife, by indenture, also dated the sixteenth day of April instant, granted and conveyed unto the said Benjamin E. Valentine, in fee; and the fourth and last above described tracts of land, Christopher Scarrow and Sarah his wife, by the said Jacob Fox, their attorney in fact, by indenture, also dated the sixteenth day of April instant, granted and conveyed unto the said Benjamin E. Valentine, in fee; and the said Benjamin E. Valentine, by an indenture of mortgage, bearing even date with the said recited indentures, granted all the said five tracts of land unto the said Jacob Fox, in mortgage, to secure the payment of two thousand six hundred and fifty-seven dollars and fifty cents, in one and two years after the date thereof, with legal interest for the same; together with all and singular the improvements, ways, waters, water-courses, rights, liberties, privileges, hereditaments, and appurtenances whatsoever, thereunto belonging, or in anywise appertaining, and the reversions, remainders, rents, issues, and

profits thereof, and all the estate, right, title, interest, property, claim, and demand whatsoever, of them, the said Benjamin E. Valentine, and Ann H. his wife, as well at law as in equity, of, in, to, and out of the same: to have and to hold the said five tracts of land above described, hereditaments and premises hereby granted, with the appurtenances, unto the said Matthew C. Ralston, his heirs and assigns, to and for the only proper use and behoof of the said Matthew C. Ralston, his heirs and assigns forever, under and subject to the payment of the aforesaid mortgage, debt, or principal sum of two thousand six hundred and fifty-seven dollars and fifty cents, with the interest accrued and to accrue thereon, unto the said Jacob Fox, his executors, administrators, and assigns; and the said Benjamin E. Valentine and his heirs, all and singular the hereditaments, and premises hereby granted, with the appurtenances, unto the said Matthew C. Ralston, his heirs and assigns, subject as aforesaid, against him, the said Benjamin E. Valentine and his heirs, and against all and every other person and persons whomsoever, lawfully claiming or to claim, by, from, or under him, them, or any of them, shall and will warrant and forever defend, by these presents.

In witness whereof, the said parties have interchangeably set their hands and seals hereunto.

Dated the day and year first above written.

BENJAMIN E. VALENTINE, [L. S.]
ANN H. VALENTINE. [L. S.]

Sealed and delivered in the presence of us,
HANNAH H. CRESSON,
A. PETTIT. } [SEALS.]

Received, the day of the date of the above written indenture, of the above named Matthew C. Ralston, the sum of one dollar, the cash consideration-money paid in hand as above mentioned, for the above granted premises.

BENJAMIN E. VALENTINE.

Witnesses at signing,
HANNAH H. CRESSON,
A. PETTIT.

The twenty-first day of April, A. D. 1830, before me, the subscriber, an alderman of the city of Philadelphia, came the above named Benjamin E. Valentine and Ann H. his wife, and acknowledged the above indenture to be their act and deed, and desired the same may be recorded as such. The said Ann H. being of full age, and by me examined apart from her husband, declared that she executed the said indenture voluntarily and of her own free will and accord, without any coercion or compulsion of her said husband, and the full contents thereof being by me first made known to her. Witness my hand and seal, the day and year aforesaid.

A. PETTIT, [L. S.]
Alderman.

[*Seals.*] RECORDER'S CERTIFICATE.

Lycoming county, ss.

Recorded in the office for recording deeds, &c., in *in* and for the said county, in deed book S, page 775, &c. In testimony whereof, I have hereunto set my hand, and the seal of the said office, at Williamsport, this third day of June, A. D. 1830.

J. VANDERBELT, *Recorder.*

This indenture, made the eleventh day of September, in the year of our Lord, one thousand eight hundred and thirty, between Matthew C. Ralston, of the city of Philadelphia, in the State of Pennsylvania, merchant, and Julia his wife, of the one part, and Oliver S. Wolcott, of Litchfield, in the State of Connecticut, of the other part, witnesseth, that the said Matthew C. Ralston and Julia his wife, for and in consideration of the sum of two thousand one hundred dollars, lawful money, to them paid by the said Oliver S. Wolcott at the time of the execution hereof, the receipt whereof is hereby acknowledged, have granted, bargained, sold, released, and confirmed, and by these presents do grant, bargain, sell, release, and confirm, unto the said Oliver S. Wolcott, his heirs and assigns, all those two certain tracts or parcels of land, situate in Dunstable township, in the county of Lycoming, and State of Pennsylvania; one of them above Lick run, beginning at a white-oak; thence, by land of John Graham, north fifty degrees west, one hundred and eight perches, to a white-oak; thence, by the same and land of Joseph Fearon, north twenty degrees east, three hundred and twenty perches, to a dog-wood; thence, by land of Robert and William Wilson, south seventy degrees east, seventy-seven perches and a half, to a post; thence, by land of James Hepburn, south two hundred and sixty perches, to a dog-wood; thence, by vacant land, south fifty-two degrees west, one hundred and twenty-six perches, to the beginning: containing two hundred fifty four acres, and allowance of six per cent. for roads, &c.; which said tract was surveyed in pursuance of a warrant, No. 5615, dated the nineteenth day of April, 1794, granted to the said Joseph Fearon: and the other of the said tracts, called "Retreat," on the waters of Saltzman's run, beginning at a post; thence, by vacant land, north twenty-eight degrees and a half west, one hundred seventy-seven perches, to a post; thence, by land of Joseph Fearon, north seventy degrees east, three hundred eighty-two perches, to a post; thence, by vacant land, south twenty-four degrees and a half east, thirty-six perches, to a dog-wood; thence, by other land of the said Fearon, south twenty degrees west, two hundred and twenty perches, to a pine; and thence, by John Graham's improvement, west two hundred and twenty-eight perches, to the beginning; containing three hundred and sixty-five acres one hundred thirty-six perches, and allowance of six per cent. for roads, &c.; which tract was surveyed in pursuance of a warrant, No. 5612, dated the seventeenth day of April, Anno Domini 1794, granted to the said Joseph Fearon; being the first and fourth of five tracts of land which Benjamin E. Valentine and Ann H. his wife, by indenture dated the twenty-first day of

April, Anno Domini one thousand eight hundred and thirty, recorded in Lycoming county, in book S, page 775, &c., granted to the said Matthew C. Ralston, in fee; together with all and singular the improvements, ways, woods, waters, water-courses, rights, liberties, privileges, hereditaments, and appurtenances whatsoever, unto the said hereby granted premises belonging or in anywise appertaining, and the reversions, remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, property, claim, and demand whatsoever of him, the said Matthew C. Ralston and Julia his wife, as well at law as in equity, of, in, to, and out of the same: to have and to hold the said two tracts or parcels of land above described, hereditaments, and premises aforesaid, with the appurtenances, unto the said Oliver S. Wolcott, his heirs and assigns, in manner following, to say, as to one full, equal, and undivided thirty-sixth part thereof, the whole in thirty-six equal parts to be divided, to and for the only proper use and behoof of the said Oliver S. Wolcott, his heirs and assigns, forever; and as to the remaining thirty-five full, equal, and undivided thirty-sixth parts thereof, in trust to and for the only proper use and behoof of the said Matthew C. Ralston, his heirs and assigns, and for no other use, intent, or purpose whatever: and the said Matthew C. Ralston and his heirs, all and singular the hereditaments and premises bereby granted or mentioned, and intended so to be, with the appurtenances, unto the said Oliver S. Wolcott, his heirs and assigns, in manner aforesaid, against him, the said Mattew C. Ralston and his heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, or any part thereof, by, from, or under him, them, or any of them, shall and will warrant and forever defend, by these presents. In witness whereof, the said parties have interchangeably set their hands and seals hereunto.

Dated the day and year first above-written.

MATTHEW C. RALSTON, [SEAL.]
JULIA RALSTON. [SEAL.]

Sealed and delivered in the presence us,

A. SHIRAS,
R. WILLING, jun.

Received, the day of the date of the above written indenture, of the above named Oliver S. Wolcott, the sum of two thousand one hundred dollars, being the full consideration-money above mentioned.

Witnesses at signing,

A. SHIRAS,
R. WILLING, jun.

The eleventh day of September, A. D. 1830, before me, R. Willing, jun., an alderman of the city of Philadelphia, came the above named Matthew C. Ralston and Julia his wife, and acknowledged the above indenture to be their act and deed, and desired the same may be recorded as such. The said Julia being of full age, and by me examined apart from her husband, declared that she executed the

said indenture voluntarily and of her own free will and accord, without any coercion or compulsion of said husband, and the full contents thereof being by me first made known to her.

Witness my hand and seal, the day and year aforesaid.

R. WILLING, jun. [L. S.]
Alderman.

[*Seal.*] Recorder's certificate to be added.

Lycoming county, ss.

Recorded in the office for recording deeds, &c., in and for the said county, in deed book S, page 902, &c., the 25th day of October, A. D. 1830. In testimony whereof, I have hereunto set my hand and official seal, at Williamsport, the day and year aforesaid.

JOHN VANDERBELT, *Recorder.*

The said plaintiff, further to sustain the issue on his part, gave in evidence the service of the ejectment in this case, upon the 23d day of September, A. D. 1830.

Whereupon the said defendant having confessed the lease, entry, and ouster, set forth in the declaration, admitted himself to be in possession of the premises therein claimed; and thereupon the plaintiff rested his case.

And the said defendant, to sustain and prove the issue on his part, offered and gave in evidence the following papers and documents, viz:

Defendant's tax title.

1822, October 11th. Certificate of the judges of the election in Lycoming county, that James Winters, esq., was duly elected commissioner for the said county.

1822, October 12th. Oath of office of James Winters, commissioner, that he will diligently, faithfully, and impartially perform the several duties enjoined on him by the acts of Assembly as commissioner.

1823, October 14th. Certificate of the judges of the election in Lycoming county, dated October 17, 1833, that William S. Montgomery, was duly elected commissioner for the said county.

1823, October 21. Oath of office of William S. Montgomery, faithfully and impartially to perform the duties of his office as commissioner.

1824, October 12. Certificate of the judges of the election in Lycoming county, that Daniel Fulmer was duly elected commissioner for the said county, dated October 15, 1824.

1824, October 21. Oath of office of Daniel Fulmer, faithfully and impartially to perform his duties as commissioner.

1825, October 11. Certificate of the judges of the election in Lycoming county, that Jacob Grafius, was duly elected on said day commissioner for the said county; which certificate is dated October 14, A. D. 1833.

1825, October Oath of office of Jacob Grafius, faithfully and impartially to perform the duties of his office as commissioner.

1824, October 14th. To all whom it may concern. Know ye that we, the undersigned, commissioners of Lycoming county, do appoint Robert Fleming, of the township of Bald Eagle, clerk to the board of commissioners for one year, to commence on the 14th day of October, 1824, and end on the 14th day of October, 1825; for which we are to pay him for his services one hundred and twenty dollars.

As witness our hands and seal of office, this 14th day of October, 1824.

Seal of office. JAMES WINTERS, WM. S. MONTGOMERY, DANIEL FULLER, } *Commissioners.*

Attest: ROBT. FLEMING, *Clerk.*

1825, October 14. Reappointment of Robert Fleming, clerk to the board of commissioners, for one year from said date.

1826, October 14. Reappointment of Robert Fleming, clerk to the board of commissioners, for one year from said date.

1824, October 1. At an election held at the house of George W. King, in Dunnsburg, on Friday the first of October, 1824, for the following officers, George W. King had for assessor thirty-four votes, and was duly elected assessor for Dunstable township.

1824, December 6. Oath of office of George W. King: "I, George W. King, duly elected assessor of Dunstable township, for the year 1825, do swear that I will well and truly perform the duties enjoined upon me by the acts of Assembly, to the best of my ability and judgment, without favor or affection, hatred, malice, or ill will.

GEO. W. KING, *Assessor.*"

Sworn and subscribed before me, the 6th day of December, 1824.

WASHINGTON DUNN.

Warrant and assessment of Dunstable township for the year 1825.

Lycoming county, ss.

James Winters, William S. Montgomery, and Daniel Fulmer, esqs., commissioners of taxes for the county of Lycoming, to George W. King, assessor of the township of Dunstable, in the county aforesaid: You are hereby authorized, required, and directed to give notice to each taxable inhabitant within your township of the amount they stand rated for, and the rate per cent. of such amount; and you are also directed to make a return to us within thirty days, by noting all the alterations in your township occasioned by transfer or division of real property, and also noting all persons who have removed since the last assessment, and all single freemen who have arrived at the age of twenty-one years since the last triennial assessment, and all others who *has* since that time come to reside in said township, together with

the taxable property such person may possess, and the valuation thereof; and you shall give the like notice of the sum assessed on such person or persons; and it shall be your duty to return two reputable citizens who shall be freeholders of your township, that one of them be appointed collector; and you are further required to subjoin a list of the names of all children, between the age of five and twelve years, whose parents are unable to pay for their schooling.

Given under our hands and seal of office, the 29th day of November, one thousand eight hundred and twenty-four.

Seal of office. } JAMES WINTERS, } *Commissioners.*
WM. S. MONTGOMERY, }
Attest: ROBERT FLEMING, *Clerk.*

No.	Warrantee.	Acres.	Valuation.	Tax.
5615	Joseph Fearon.	254	$127 00.	$0 95

Endorsed "Dunstable township assessment for 1825."
G. W. KING, *Assessor.*
No. 19, $6, 1st February, 1825.

Assessment of road tax for the year 1825.

We, George Smith and Thomas Welsh, supervisors of the township of Dunstable, and George W. King, assessor of said township, do certify that we have fairly assessed the foregoing tax according to the best of our abilities and judgments. Witness our hands and seals, this 29th day of April, A. D. 1825.

GEORGE SCHMIDT, [L. S.] } *Supervisors.*
THOMAS WELCH, [L. S.] }
GEO. W. KING, [L. S.] *Ass'r.*

Dunstable township, Lycoming county.

No.	Acres.	Warrantee.	Valuation.	Tax.
5615.	254.	Joseph Fearon.	$127 00.	$1 20.

Endorsed "list of the unseated land tax in Dunstable township for 1825. No. 88, $66 60, drew and filed 3d May, 1825."

Quarter sessions' docket of Lycoming county, return of election of supervisors.

"George Smith and Thomas Welsh, supervisors of the highways of Dunstable township for the year 1825."

Lycoming county, ss.

Seal of comms. office. } "To all whom it may concern: Know ye, that we, the undersigned, commissioners of Lycoming county, do appoint *Matthew Brown*, treasurer of Lycoming county for one ye r, to commence the 1st day of January, 1826, and *and* on the 1st day of January, 1827, and do hereby invest him with all the powers which by law he is entitled to as treasurer of Lycoming county.

In witness whereof, we have hereunto set our hands and seals of office, this 3d day of January, 1826.

W. S. MONTGOMERY, [L. S.]
DANL. FULLMER, [L. S.]
JACOB GRAFIUS. [L. S.]

Attest: ROBERT FLEMING, *Clerk.*

Lycoming county, ss.

"I, Matthew Brown, treasurer of the county" of Lycoming, do swear that I will support the constitution of the United States and the constitution of the Commonwealth of Pennsylvania; that I will perform the duties of treasurer of said county with fidelity, and according to the best of my judgment and abilities.

M. BROWN.

Sworn and subscribed before A. TAYLOR,
this 17th day of March, 1826.

1826, January 31st. Bond, penalty $12,000, of Matthew Brown, Samuel T. Brown, and William Brown, to the commissioners of Lycoming county, conditioned that Matthew Brown well and truly perform all the duties of treasurer of Lycoming county, &c., filed in the commissioner's office.

The defendant also offered in evidence the following papers: "warrant of sale to Matthew Brown, treasurer, 1826."

Lycoming county, ss.

The Commonwealth of Pennsylvania to Mathew Brown, esq., treasurer of Lycoming county for the time being, or successor, greeting:

Seal of comms. office. } Whereas, the taxes have been regularly assessed, and become due on several tracts of unseated land situate in Lycoming county, you are therefore hereby authorized and commanded that you make out a complete list of the tracts on which taxes are due, specifying the amount of tax due on each; and after having given at least sixty days' notice, and at least four times in one daily newspaper in the city of Philadelphia, and in one other newspaper in the county where such lands lie, notifying the sale of the land for the county and road tax due thereon, and specifying the day and place of such sale, you expose to sale, by public auction and outcry, the several tracts of land severally, or so much of them as will satisfy the taxes, together with the costs of sale.

Given under our hands and seal of office, this sixteenth day of February, A. D. one thousand eight hundred and twenty-six.

W. S. MONTGOMERY,
DANL. FULLMER,
JACOB GRAFIUS,
Commissioners of Lycoming county.

Attest: ROBERT FLEMING, *Clerk.*

"SCHEDULE OF LANDS FOR SALE."

Treasurer's sales.

In conformity to an act of Assembly passed the 13th day of March, 1815, and the supplements thereto, will be exposed to public sale at the court-house, in the borough of Williamsport, Lycoming county, on the 2d Monday of June next, at 10 o'clock, A. M. the following described tracts of land, for the taxes and costs due thereon, unless previously discharged.

MATTHEW BROWN,
Treasurer of Lycoming county.

Williamsport, ———, 1826.

Owners.	No.	Qty.	Warrantee and township.	Tax.
Joseph Fearon's heirs. inter alia.	5615	254 acres.	Joseph Fearon, Dunstable.	$1 90

But the admission of the said evidence was objected to by the plaintiffs, who insisted that the said warrant and schedule were not legal evidence in this case.

But the said court overruled the said objection, and admitted the said warrant of sale and schedule of lands to be read as evidence to the jury; to which said admission of the said evidence the said plaintiff then and there excepted, and thereupon tendered this his bill of exceptions.

The defendant then gave in evidence the warrant of sale to Matthew Brown, and the schedule of lands for sale; in which schedule the above described tract, No. 5615, 254 acres was contained, as is fully set forth.

The defendant then gave in evidence the Democratic Press, printed in the city of Philadelphia, dated April 6, 1826, containing the advertisement of treasurer's sales of lands in Lycoming county, by Matthew Brown, treasurer, as follows: "Treasurer's sales. In conformity to an act of Assembly passed March 13, 1815, and the supplements thereto, will be exposed to public sale at the court-house, in the borough of Williamsport, Lycoming county, on the second Monday of June next, at 10 o'clock, A. M, the following described tracts of land, for the taxes and costs due thereon, unless previously discharged.

MATTHEW BROWN,
Treasurer of Lycoming county.

Williamsport, March 15, 1826."

And among the tracts advertised for sale was tract

No.	Acres.	Warrantee.	Township.	Tax.
5615	254	Joseph Fearon.	Dunstable.	$1 90

To which newspaper was attached the affidavit of J. B. De Bree, clerk to John Binns, that the said advertisement of unseated lands in Lycoming county was published in the daily Democratic Press on the

on the third, fourth, fifth, and sixth days of April, A. D. 1826. Sworn and subscribed before G. Bartram, ald., on the 17th day of July, A. D. 1826.

Also, the Lycoming Gazette, printed in the county of Lycoming, dated April 5th, 1826, containing the same advertisement of unseated lands as is above set forth, and of the same date, and including the above described tract, N. 5615: 254 acres. Warrantee, Joseph Fearon.

The defendant, further to maintain the issue on his part, gave in evidence the sale book of unseated lands in Lycoming county, containing the list of lands sold for taxes, of which the following was read, viz: "Sales of unseated lands in Lycoming county, in pursuance of an act of Assembly, passed the 13th day of March, 1815, commenced this day at the court-house, in the borough of Williamsport. June the 12th, A. D. 1826.

M. BROWN, *Treasurer.*

No.	Warrantee.	Qty.	Township.	Tax.
5615.	Joseph Fearon.	254 acres.	Dunstable.	$1 90.

Costs.	1st qty.	2d	3d.	To whom sold.	Amt. of sale
$3 62½.	100 acres.	200 acres.	254 acres.	A. D. Hepburn.	$5 52½.

To whom deeded, A. D. Hepburn.

1826, July 15. DEED.—*Matthew Brown, treasurer, to Andrew D. Hepburn, as follows:*

To all to whom these presents shall come. I, Matthew Brown, esquire, treasurer of the county of Lycoming, in the Commonwealth of Pennsylvania, send greeting: Whereas, a tract of unseated land, situated in Dunstable township, in said county of Lycoming, containing two hundred and fifty-four acres and —— perches, surveyed, and returned to the board of commissioners of the county of Lycoming, in the name of Joseph Fearon, No. 5615, was rated, charged, and assessed, pursuant with the laws of this Commonwealth for raising county rates and levies, with the payment of divers taxes, to wit, county and road taxes, amounting to one dollar and ninety cents, legally due, and unpaid, on said tract: and whereas, the treasurer of the said county of Lycoming gave sixty days' notice in one daily newspaper of the city of Philadelphia, and one other newspaper of the county of Lycoming, that county and road taxes were due upon the unseated lands in said county, and, unless discharged within sixty days, would make sale of every tract on which one or more than one year's county and road taxes would remain due: and whereas, no person appeared to pay the said taxes assessed and charged upon the said lands, and costs necessarily accrued thereon, within sixty days from the publication of said notice: and whereas, the taxes and necessary costs so remaining unpaid, the commissioners of said county of Lycoming, to wit, William S. Montgomery, Daniel Fullmer, and Jacob Grafius, (or a board of them,) issued their warrant under their

hands and seal of office, duly attested by Robert Fleming, clerk to the said board of commissioners, bearing test at their office in Williamsport, the sixteenth day of February, in the year of our Lord one thousand eight hundred and twenty-six, in pursuance of the act of the General Assembly, entitled "an act directing the mode of selling unseated lands for taxes," passed the third day of April, one thousand eight hundred and four, and the several supplements thereto, and to me directed: I was commanded to make sale of the said tract of land or such part thereof as might be found necessary to discharge the said one dollar and ninety cents, county and road taxes, together with three dollars sixty-two and a half cents, costs, duly assessed and due thereon, by public outcry, at the court-house in the borough of Williamsport, on the twelfth day of June (then) next, after the date of the said warrant, after having given due and lawful notice agreeably to the directions of the said acts of the General Assembly, and the moneys arising from such sale, to have before the commissioners of said county, on 6th day of September then next following, to satisfy and pay the taxes and costs aforesaid, and all costs necessarily accrued on this proceeding; and that I should make and execute a deed or deeds, in fee simple, to the purchaser or purchasers, and the overplus (if any) I should dispose of according to law, and that I should have then and there the said warrant. And, whereas, I, the said Mathew Brown, after having given at least sixty days' notice in the Lycoming Gazette, and one daily newspaper printed in the city of Philadelphia, stating that the sale of unseated lands for arrearages of taxes would commence the twelfth day of June, in the year of our Lord one thousand eight hundred and twenty-six, at the court house aforesaid, did commence the sale of the said lands by public vendue and outcry; when the said tract was sold, as aforesaid, (a part thereof being found not sufficient to pay the taxes and costs due thereon) to A. D. Hepburn, of the borough of Williamsport, for the price or sum of five dollars and fifty-two and a half cents, lawful money of the United States, he being the highest bidder, and that the highest and best price bidden for the same. Now, know ye, that I, the said Mathew Brown, esq., treasurer of the county of Lycoming, aforesaid, for and in consideration of the sum of five dollars and fifty-two and a half cents, lawful money of the United States, (it being the amount of taxes and costs accrued on the said tract of land,) to me in hand paid by the said A. D. Hepburn, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and by these presents, according to the directions and by force of the said recited warrant and acts of Assembly, do grant, bargain, and sell unto the said A. D. Hepburn, his heirs and assigns, all that aforesaid tract of land sold at public vendue aforesaid, and situated as aforesaid; together with all and singular the ways, waters, water-courses, rights, liberties, privileges, hereditaments, and appurtenances whatsoever thereunto belonging, or in anywise appertaining: to have and to hold the said premises hereby granted to him, the said A. D. Hepburn, his heirs and assigns, to the only proper use, benefit, and be-

hoof of him, the said A. D. Hepburn, his heirs and assigns, forever, according to the form, force, and effect of the several acts of Assembly in such case made and provided.

In witness whereof, I, the said Matthew Brown, have hereunto set my hand and seal, the fifteenth day of July, in the year of our Lord one thousand eight hundred and twenty-six.

M. BROWN, *Treasurer.* [SEAL.]

Sealed and delivered in presence of
JOHN TURK,
T. CORYELL.

Received, on the day of the date of the foregoing instrument of writing, the full consideration-money therein mentioned.

M. BROWN, *Treasurer.*

Teste: T. CORYELL.

Lycoming county, ss.

Seal of common pleas. At a court of common pleas, held at Williamsport, in and for the county of Lycoming, on the fourth day of September, in the year of Lord one thousand eight hundred and twenty-six, before the judges of the said court, Matthew Brown, treasurer in and for the said county, appeared in his proper person in open court, and acknowledged the foregoing deed-poll to be his act and deed, pursuant to the act of Assembly in such case made and provided.

In testimony whereof, I have hereunto set my hand and the seal of the said court, the same day and year.

T. CORYELL, *Proth'y.*

And thereupon, the said defendant rested his case.

Whereupon, the said plaintiff, further to sustain and prove the issue on his part, gave in evidence the deposition, in writing, of Robert Quay, esq., as taken on the part of the plaintiff on the 17th day of February, A. D. 1831; also, another written deposition of the said Robert Quay, esq., as taken on the part of the defendant on the 31st day of May, A. D. 1832; *pro ut* copies of the said two depositions hereunto annexed, page 101.

IN THE DISTRICT COURT *Court* OF THE UNITED STATES *for the western district of Pennsylvania, of October term, A. D.* 1830.

Anthony. JACOB DUBOIS, a citizen of New York, &c. *vs.* *Parsons.* JAMES GRAHAM, with notice to Andrew D. Hepburn, a citizen of Pennsylvania.	Ejectment, &c., No. 3. And now, to wit, Feb. 4, 1831, plaintiff's attorney enters a rule to take depositions on the part of the plaintiff under the rules of court.

Certified from the record of said court. In testimony whereof, I have hereunto set my hand and seal of office, at Williamsport, this 4th day of February, 1831.

[SEAL.] JAMES ARMSTRONG, *Clerk.*

SIR: Take notice that, in pursuance of the above rule, the depositions of witnesses, to be used in evidence on the trial of this cause, will be taken, on the part of the plaintiff, at the dwelling of Robert Quay, esquire, in the township of Dunstable, in the county of Lycoming, and State of Pennsylvania, on the seventeenth day of February, A. D. 1831, between the hours of twelve o'clock at noon and nine o'clock in the evening of said day; when and where you will please to attend.

J. B. ANTHONY, *Plff.*
Feb'y 4th, 1831.

To A. D. HEPBURN, Esq., *Deft.*, and
A. V. PARSONS, Esq., *his Att'y.*

Lycoming county, ss.

J. B. Anthony, on his solemn oath, deposeth and saith, that he served a copy of the within rule and notice personally on Andrew D. Hepburn within named, and also on his attorney, A. V. Parsons, esq., this day; and left the said copy with the said A. D. Hepburn, and also a copy with A. V. Persons, esq., his attorney, in the within suit.

J. B. ANTHONY.

Sworn and subscribed before me, this 4th day of Feb'ry, 1801.
JAMES ARMSTRONG, *Clerk.*

JACOB DUBOIS, a citizen of New York, &c. *vs.* JAMES GRAHAM, with notice to Andrew D. Hepburn, a citizen of Pennsylvania.	In the district court of the United States for the western district of Pennsylvania, of October term, A. D. 1830. No. 3. Ejectment, &c.

(*Jacob Fox.*)

I married Elizabeth Fearon, in 1812, at Langhton, in parish Bridgham, Cumberland, England. She is still alive, when I left home, Philadelphia, on Friday. We came to this country 7th September, 1827. The first time I saw Mr. A. D. Hepburn, was in Philadelphia, on 7th October, 1828: he told me had purchased a tract of land belonging to me, he understood, at treasurer's sale: he told me he wanted none of the Fearon land without an equivalent, and would give me another tract as good as it; I told him I was coming to Lycoming in a day or two, and would see the lands. Accordingly I I came up about 21st or 22d of October, 1828; went up to see the tract in name of Crawford and Lyon's; Nunnerly was along; he is

dead; we came down to Williamsport the Monday following; I saw Mr. Hepburn; asked me how I liked the land; told him not as I expected—all ridgey; told him I was going up the river in a day or two to see the lands above; I did so; a gentleman intimated to me there was coal on this tract; went to Moore's; gave Henry Yost and Moore, each, 50-100 to show me the lands; we went to the mountain top, at head of tract; then took me round the mountain and down Saltsman's run; never let me see this tract or coal-mine at all; I went to Bellefonte; returned to Williamsport the 6th or 7th of January, 1829. As soon as I got out of the stage, I called on A. D. Hepburn; he asked me if I had seen that land; I said I knew nothing about it; he then asked me about this exchange; told me I might take my choice of the two tracts on Chatham's run; told him I would give my Crawford and Lyon's tract and $50, and he to take the coal-mine tract; some other conversation; he refused any thing beside the land; refused the $50; told him I thought I could sell that tract for $2 to $4 per acre; asked who to; I said to men up the river, but did not know if they would be able to pay; said he had better make up his mind and give me the $50; he said he could not do it; I turned round to come out, and he told me I might take it, and sell it, and do what I had a mind with it; he told me I might go over and pay the taxes; told him I had not as much money left as would pay all the taxes owing in Lycoming. S. Hepburn had before made a verbal agreement for two tracts in Centre; his father asked if he had given me any money on account; he had given me none; I said I was going in stage to Philadelphia; expected to be back in three weeks and pay the taxes; unfortunately my wife ill, could not leave home. Think 1st June, 1829, I entered into a written contract with B. E. Valentine; deed to him not made till some time; McReynolds called on me that summer after I made the contract with Valentine; next fall, Mr. A. D. Hepburn came to my house, and asked me about the land; told him I had made a contract with Valentine and could not break it. I said he shoud have taken it when offered; he said he wished he had; this last conversation with him; he then said nothing about the tax title; the first time I saw him in Philadelphia, he said he had saved the land; the Quays could not get the wood off without a road through him; he said they had been destroying it; but were stopped at that time. He said the coal was not worth much; not more than 16 inches to two feet; this was in Williamsport; 3d time I saw him; I was informed by treasurer, W. Harris, in March, 1828, that these lands were sold; saw them advertised, and that he was at a house in Philadelphia.

And being cross-examined by the defendant the said witness deposed as follows:

The treasurer was Mr. Harris; I think he informed me when the time for redemption would expire; I did not go to Quays in the fall of 1828; can't tell if I said to Harris, in Philadelphia, *that Quays had no title;* I did not to my knowledge tell him they only *wanted to steal the timber;* I did not then know it; I saw him in Williamsport first time I was there; he told me Quays offered to redeem; I told

him I was glad he did not take it, because they only wanted to steal the timber, but this was through information of A. D. Hepburn; I told him Quays had nothing to do with the land then, because our deeds had been signed the week before; I did not tell Jacob Snyder that Hepburn had given me the Crawford and Lyon tract, when I came down the river; I put it in Snyder's charge as mine; have not said I received this tract from Hepburn; never said he had treated me fairly, and the Crawford and Lyon tract was more valued in our estimate than this; I did say he offered me the Crawford and Lyon tract; I did not say I considered it lost, not having been redeemed; this is my signature to my deposition in Philadelphia; the money on the mortgage is paid in cash, by Mr. Ralston, about three months ago; I had not agreed, before I went up the river, to give my title papers to Mr. Hepburn, if he would give me the Crawford and Lyon tract; when I *was here I knew the Crawford and Lyon tract belonged to me*, and that it had been sold for taxes to Mr. Hepburn; in Philadelphia, I showed Harris a book containing lands, and this Crawford and Lyons's tract; I knew it had been sold, and he the purchaser, *and unfairly and unjustly.*

Being further examined for the said plaintiff, proves the receipt on the mortgage; some of the heirs were living on the lands before they were divided; I told Hepburn rather than go to law and have difficulty—(objected to and stopped.)

And the said plaintiff, further to maintain the said issues on his part, gave in evidence the exemplification of a deed of release, dated the 26th day of June, A. D. 1810, from John Fearon and wife to the heirs of Joseph Fearon, deceased; pro ut a copy of the said exemplification hereunto annexed.—Page 127.

(Exemplification.)

Release.
JOHN FEARON and WIFE,
to
WILLIAM FEARON et al.

Know all men by these presents, I, John Fearon and Sarah his wife, nephew and niece of Joseph Fearon, late of the city of Philadelphia, deceased, send greeting:

Know ye, that the said John Fearon and Sarah his wife, for and in consideration of the sum of one dollar to them and each in hand paid by the heirs of the afs'd Joseph Fearon, the receipt whereof they do at the date of these presents acknowledge to have received, have, and each of them hath remised, released, and forever quit-claimed, and by these presents doth release, remise, and forever quit-claim unto all and singular the heirs of Joseph Fearon and their heirs and assigns, all the estate, estates, right, title, interest, property, claim, and demand whatsoever, of them the said John Fearon and Sarah his wife, in law, equity, or otherwise howsoever, of, in, to, or out of all and singular the real and personal estate, or estates, goods, chattels, rights

or credits, which were belonging to and the property of the said Joseph Fearon at the time of his decease, who died intestate, leaving no issue, but leaving several nephews and nieces, to whom, by the laws of Pennsylvania relating to intestate estates, the same did descend and come; together with all and singular the appurtenances, remainders, rents, profits, and issues to the afs'd estate, belonging or in anywise appertaining; to have and to hold all and singular the premises hereby granted, remised, and released, or mentioned or intended so to be, with all the appurtenances and all the personal estate, rights, and credits as aforesaid to the said heirs of (Joseph Fearon, deceased) their heirs and assigns, to the only proper use, benefit, and behoof of them, their heirs, and assigns forever, so that neither the said John Fearon nor Sarah his wife, and their heirs, nor any other person or persons claiming or to claim by, from, or under them, or may at any time or times hereafter, have, claim, challenge, or demand any estate, right, title, or interest of, in, to, or out of the said estate, estates, real and personal, or the rights and credits, appurtenances hereby remised and released, or mentioned or intended so to be, or any part or parcel thereof, but thereof and therefrom shall and will be utterly excluded and forever debarred.

In witness whereof, the said parties, John Fearon and Sarah his wife, have set their hands and seals, this twenty-sixth day of June, in the year of our Lord one thousand eight hundred and sixteen.

JOHN FEARON, [SEAL.]
SARAH FEARON, [SEAL.]

Sealed and delivered in the presence of
WM. WHITE,
GILBERT HAYES.

Received, the day of the date of the above named heirs, the sum of one dollar each, the consideration-money above mentioned, in full.

JNO. FEARON,
SARAH FEARON.

Centre county ss.

Before me, the subscriber, one of the justices in and for Centre county, came the above named John Fearon and Sarah his wife, and acknowledged the above written release to be their act and deed, and as such desired it might be recorded; the said Sarah Fearon being of full age, separate and apart from her said husband, and by me thereon examined, and the contents thereof to her made known, did declare that she did voluntarily, and of her own free will, seal and deliver the same, without compulsion from her husband.

In witness whereof, I have hereunto set my hand and seal, the twenty-sixth day of June, A. D. 1816.

WM. WHITE, [SEAL.]

Entered the 25th November, A. D. 1817. Recorded and compared by

WM. PETRIKEN, *Recorder.*

Centre county, ss.

Recorder's seal of Centre county.

I do certify that the within is a true copy of the original deed, as recorded in the office for recording of deeds in and for the county of Centre aforesaid, in book E, page 547, &c., the 25th day of November, A. D. 1817.

In testimony whereof, I have hereunto set my hand and seal of said office, at Bellefonte, the 27th day of June, A. D. 1818.

WM. PETRIKIN, *Recorder.*

And then the said plaintiff again rested his case.

The said defendant then examined as a witness William Harris, who being duly sworn, deposed as follows:

(William Harris.)

In 1827, in March, I went to Philadelphia to collect taxes as treasurer; called on James Fearon, gave him a statement showing the lands sold, and to whom sold; left it with him; tract in dispute was on it; not certain the purchaser's name was on list. In 1828, in February, I again went to Philadelphia; Jacob Fox, Nunnerly, and Joseph Fearon, called at my lodgings; as a division had taken place, they wished separate statements; said they had a book showing the lands of each heir; Joseph Fearon called next day; Fox and Nunnerly the day after, with book; Nunnerly was the agent of Scarrow. They went on to point out the tracts belonging to each heir; at their request, I made a mark opposite each tract, in my statement book, of each owner (produces Philadelphia statement book,) page 40.

After this thing was arranged, Mr. Fox appeared disposed to pay his tax and redemption; Nunnerly objected to doing it at that time; said they would be up in a few weeks and arrange it here. Fox agreed they would do so. I told them they had better pay them, something might interfere, and they would be lost. Fox said they would risk that; they intended to start in a few days. Nunnerly said he understood great speculation was going on in county orders, and foreigners might as well have the advantage. I told them county orders would not do to redeem lands, as money went not to county, but to purchaser. Nunnerly said they would risk it; it was their look out; they intended to start in a few days. I said again, they had better attend to it then; they would not; then I mentioned the Mr. Quays pretended to claim those lands on Lycoming county; Fox said the lands allotted to him they had nothing to do with; that he understood claimed the lands for purpose of getting the timber off; I left each of them a statement of tax, costs, and expenses. I think purchaser's name was opposite each warrantee; the tract in dispute in Fox's statement; in May, 1828, a young gentleman stepped into the office and handed me a slip of paper; it stated, I authorize my son Robert Quay, jr., to redeem a tract of land, stating this tract, warrantee No. 5615; I think I examined the book to see who it had

been allotted to; told him I could not take the money; I had seen the owner in Philadelphia, and he said the tract was his, and did not belong to Quay, and could not take the redemption; told him who the owner was, Jacob Fox; he went out; after which Robert Flemming came with him, with same or another paper in his hand, asked me why I would not take the redemption of Mr. Quay; gave him the same reason; he said he thought I ought to take it; I said I thought not, but Mr. Hepburn was purchaser, they might see him, and he agreed, I had no objection; they left the office; in October, 1828, about 1st, I saw Fox; he and Nunnerly came here; just as he was getting into the stage, I mentioned to him that since I saw him in Philadelphia, Mr. Quay had called to redeem that tract of land, and I had not received the redemption, from what he told me in Philadelphia; he said that was exactly right, they only wanted to redeem to steal the timber; seemed muffed at them; he went up the river; on his return he was at my house 2 or 3 times; he was pleased with Mr. Hepburn; one evening he said Mr. Hepburn treated him more like a gentleman than any other; he had offered or had given him a tract of land, valued higher in his list than the one in dispute; Robert Quay did not offer me any money, or inquired amount of tax and costs; possibly Mr. Fleming made calculation, I did not; said nothing about any preparation to get money; I think I told Robert Quay that the person in Philadelphia was Jacob Fox; looked at the book, I think.

And being cross-examined by the plaintiff, the said witness said as follows:—

I had never seen Jacob Fox before February, 1828, or Nunnerly. They showed me a large book; they had a roll of papers along, but I did not examine it, had a number along, did not examine them; in fact, I did not examine the book particularly. They had a large deed; I neither saw or read the inside of any deed; up to time when Robert Quay came in the office I never saw any deed or document conveying title to Jacob Fox; I cannot recollect whether, on my return, I informed A. D. Hepburn of what took place in Philadelphia, with Fox and Nunneley; think it likely we had some conversation; I was examined a year ago in this cause; dont think I then stated positively that I told A. D. Hepburn what had taken place in Philadelphia; think it likely I did tell him now; dont distinctly recollect it; quite likely I did; I purchased a tract on name of Samuel Quin, warrantee, at tax sales, in 1826, belonging to Scarrow. Paper A, attached to Quay's deposition, I did not see; I had not, about that time, received redemption from persons not producing authority from owner, unless I knew he was agent, or he had been in the habit of paying a good many taxes, like Mr. Wilson, and said he was agent, but not from a stranger; Mr. Anthony produced a regular power of attorney to redeem the 111 acre tract, in name of Joseph Fearon; I then knew that Robert Quay, esq., was a justice of the peace in this county; knew him; saw him in his own house: I did not know his son Robert before; I knew Mr. Flemming well; we had been two or three years in the office together; I formed no opinion on the subject of Robert Quay's signature, or of being genuine paper; the only evidence

I had that Fox was owner, was what was said in Philadelphia. If a stranger comes and tells me he is owner, I do not allow him to redeem unless he had paid taxes before; I was satisfied that Fox and Nunnerly were owners; I had understood from Quays that they had a claim to these lands before the offer to redeem; Robert Quay had never paid any taxes in this county on unseated lands; I knew the tract of land James Quin belonged to Fearon's estate when in Philadelphia; in Philadelphia I found it was not a speculation, and offered to them off the per centage if they would redeem; Nunnerly refused; I dont remember telling Robert Quay, jr., who Jacob Fox was; I did not know myself, only he was owner of the land; Mr. Flemming appeared a little ruffled, because I would not make the redemption; I told him the reason, because Quays were not the owners; I never refused to take payment of taxes from any person; I became treasurer in 1827; in early part of my time I think I never took a redemption unless I knew the owner or agent, or was satisfied he had authority to redeem; cant tell if before I stated in early time, I might; the tract that Wm. Cox Ellis redeemed, I had seen Mr. Potts in Philadelphia, and he told me he was surprised Mr. Ellis had not redeemed it; that he was authorized to do it. Martin Fiss. Never saw any of the title deeds by which Potts became the owner; his father boards with my grandfather, Scott; by books same family paid taxes for many years; D. Grafius is the known agent of Mr. Lex, of Philadelphia; rents house in this town; on that account I took tax of him; Lex only owner since 1825 or 1826; I only knew this from Grafius; almost every one knew it; it might have been possible I might have taken the money from Quays for this land if I had not seen the owner; I had often heard they had a claim; Fox said he was coming to redeem. Large redemption book, 27. Mr. Shuller was at my sales; wanted to buy the tract; bid up too high for him; said it had been divided, belonged to his sister; he had it put up; then offered to stop it; I refused; it was struck off to Ecroyed for $127; he redeemed in December, 1828. The Shullers had been in the habit of paying taxes; Robert Shuller redeemed it; think he produced no authority from Elizabeth Shuller to redeem; I never saw her in my life.

Articles of agreement between William Wilson, Daniel Graffius, Benjamin E. Valentine, and Matthew C. Ralston, as follows, to wit:

Articles of agreement, indented, made, and concluded this twenty-second day of April, in the year of our Lord one thousand eight hundred and thirty, between William Wilson and Daniel Grafius, both of Lycoming county, Pennsylvania, and Benjamin E. Valentine, of the city of Philadelphia, of the first part, and Matthew C. Ralston, of the said city of Philadelphia, of the second part, witnesseth: whereas the said Benjamin E. Valentine, one of the parties of the first part, together with Ann H. his wife, by their deed duly executed, bearing date the 21st day of April, A. D. 1830, intended to be forthwith recorded, have granted and conveyed unto the said Matthew C. Ralston and his heirs, in fee simple, all those five tracts of land situate in Dunsta-

ble township, Lycoming county, Pennsylvania, held under warrants No. 6612, 5613, 5615, 830, and 4843, issued in the name of Joseph Fearon, as in the said deed more particularly set forth and described; and by another deed bearing date the same 21st of April, 1830, intend also to be recorded, the said Benjamin E. Valentine and wife have granted and conveyed unto the said Matthew C. Ralston and his heirs, another tract of land, situate on the west side of the Susquehanna river, in Bald Eagle township, Centre county, Pennsylvania, held under a warrant issued in the name of Jane Neilson, and containing 459 acres and 153 perches; and whereas the said William Wilson and Daniel Grafius, parties of the first part, by a certain deed of assignment, under seal, bearing even date herewith, have conveyed, assigned, and set over to the said Matthew C. Ralston, his heirs and assigns, a certain agreement, made and executed on the 29th of September, 1829, between them and a certain James Graham, of Lycoming county, Pennsylvania; which said agreement is recorded in the said county of Lycoming, in book T, page 446; also another agreement, bearing date the same 29th of September, 1829, between them and a certain John Moore; which last mentioned agreement is recorded in the said county of Lycoming, in book T, page 500—together with all the rights, benefits of pre-emption, privileges, claims, and demands in the said agreement, or either of them contained; and whereas the said parties of the first part have covenanted, agreed, and engaged, to and with the said party of the second part that they, the said party of the first part, within three calendar months from the date of this agreement, would convey and assure unto the said party of the second part, his heirs and assigns, by a good and indisputable title, in fee simple, four other tracts of coal lands, situate on Lycoming creek, Lycoming county, Pennsylvania; by one tract held under a warrant in the name of Levi Philips, dated July 21, 1792, containing 434 1-4 acres; one other tract held under a warrant in the name of Simon Snyder, of the same date, containing 434 1-4 acres; one other tract held under a warrant in the name of William Wilson, of same date, for 407 3-4 acres; one other tract held under a warrant in the name of John Boyd, of same date, containing 407 3-4 acres, for the price or purchase-money of two dollars per acre. Now, this agreement witnesseth, that in consideration of the premises, it is covenanted and agreed between the parties hereto, their heirs, executors, administrators, and assigns, in the following manner:

1st. The said parties of the first part shall each receive from the party of the second part, at and upon the execution of this agreement, the sum of one thousand dollars; which is in no event to be returned.

2d. The said party of the second part receives the conveyance for the tract above stated, numbered 5615, with notices of a claim made thereto by A. D. Hepburn, esq., under an alleged sale for taxes, and the conveyance of the tract above stated, numbered 5612, with notice of a claim made thereto by John Caldwell, under an alleged sale for taxes, as to which two claims the said party of the second party takes the risk.

3d. The said parties of the first part and second parts have also

notice of a claim made by Thompson and Hall to an alleged equitable interest of one-fifth part, each, in the tracts above stated, numbered 837 and 5613; as also one-fifth part, each, in the agreements made by the said James Graham and John Moore, above referred to.

Also a claim to compensate the services rendered in discovering coal by Edward Cambell and Collins M'Collum.

As to all which claims contained in this third section, it is agreed that the parties of the first part shall immediately use their best exertions to have the same adjusted and arranged upon the best terms; and that the expense of such adjustment shall be sustained, one-fourth part by Benjamin E. Valentine, one-fourth part by Wm. Wilson, one-fourth part by Daniel Grafius, and the remaining one-fourth by Matthew C. Ralston, the parties hereto.

4th. With the exceptions above provided for in the second and third sections of this agreement, the party of the second part is to receive a good and indisputable title, in fee simple, to the lands contained in the two deeds, above recited, from Benjamin E. Valentine to Matthew C. Ralston, to perfect which, if necessary, the said parties of the first part agree and engage to procure such other and further conveyances as may be necessary.

5th. At the expiration of one year from the date of this agreement, the said Matthew C. Ralston covenants, agrees, and engages, to pay the said parties of the first part the following sums, without interest, viz: to the said William Wilson, the sum of fourteen hundred dollars, to the said Daniel Grafius, fourteen hundred dollars, and to the said Benjamin E. Valentine, two thousand dollars. But it is expressly understood and agreed that, from the amount thus stipulated to be paid to the said parties of the part, there shall be deducted the sum of $2,500, in case they shall, at the expiration of three calendar months from this date, have failed or omitted to convey and assure to the party of the second part the four other tracts of land situate on Lycoming creek, and held in the warrantee names of Levy Philips, Simon Snyder, William Wilson, and John Boyd, as above stated, and engaged on their part to be done and performed.

And it is further expressly understood and agreed that, for the amount thus stipulated to be paid at the expiration of one year by the said party of the second part, shall also be deducted such sums as he shall be called upon or compelled to pay for in place of the party of the first part, under the third section of this agreement.

6th. And the said Benjamin E. Valentine, for and in consideration of the said sum of $600, agreed to be paid and allowed to him in excess above the other parties of the first part, hereby covenants and agrees that the said parties of the second part, his executors, administrators, and assigns, shall, for the term of one year from and after this date, have, exercise, and enjoy, for the storage of coal, the use and privilege of such part of the wharf now occupied by the said Benjamin E. Valentine, on the river Schuylkill, in the city of Philadelphia, as shall not be otherwise than actually appropriated for the

storage of other coal; and further, that the said B. E. Valentine shall, for the period of one year from this date, render his services in the sale of coal, without any charge either for the use of the said wharf, or his services in effecting the sale of coal; and the said B. E. Valentine hereby covenants and agrees with the said Matthew C. Ralston, that he will use his best exertions for and in behalf of the said Matthew C. Ralston, to purchase for him, on such terms as the said Ralston shall name, two tracts of land on the west side of the Susquehannah, and near the dividing line between the counties of Centre and Lycoming, held in the warrantee names of George Burke and J. Fearon; and further, that he will not himself, directly or indirectly, purchase or aid to purchase the said lands for any other person.

In witness whereof, the said parties have hereunto set their hands and seals, the day and year first above mentioned.

WM. WILSON, [SEAL.]
DANIEL GRAFIUS, [SEAL.]
BENJ. E. VALENTINE, [SEAL.]
MATTHEW C. RALSTON, [SEAL.]

Sealed and delivered in the presence of us,
BENJN. TILGHMAN,
WM. P. FARRAND.

For the price of purchase money of two dollars per acre being interlined in the 39th line of the first page.

We hereby acknowledge to have received from Matthew C. Ralston the sum of one thousand dollars, for the consideration-money mentioned in the within agreement, say one thousand dollars each, or three thousand dollars in the whole. April 22, 1830.

WM. WILSON
DANIEL GRAFIUS,
BENJ. E. VALENTINE.

Witnesses present,
BENJ. TILGHMAN,
WM. P. FARRAND.

Philadelphia, ss.

Be it remembered that, on the twenty-second day of April, Anno Domini one thousand eight hundred and thirty, personally appeared before me, one of the aldermen of the said city, William Wilson, Daniel Grafius, Benjamin E. Valentine, and Matthew C. Ralston, the parties to the above and foregoing article of agreement, who, in due form of law, acknowledge the same to be their act and deed, and desired that as such it should be recorded.

In witness whereof, I have hereunto set my hand and seal, the day and year last above written.

WM. MILNOR, *Ald.* [SEAL.]

Lycoming county, ss.

Lycoming county, Recorder's office. } Recorded in the office for recording deeds, &c., in and for said county, in deed-book S, page 816, &c. In testimony whereof, I have hereunto set my hand, and affixed the seal of the said office, at Williamsport, this 14th day of July, A. D. 1830.

J. VANDERBELT, *Recorder.*

ARTICLES OF AGREEMENT.

Jacob Fox and Elizabeth his wife, late Elizabeth Fearon. with Benjamin E. Valentine, as follows, and printed.

Articles of agreement, made indented and concluded, upon this fourth day of December, in the year of our Lord one thousand eight hundred and twenty-nine, between Jacob Fox, of the city of Philadelphia, and Elizabeth his wife, late Elizabeth Fearon, of the one part, and Benjamin E. Valentine, of the said city, of the other part, witnesseth, that the said Jacob Fox and Elizabeth his wife, for the consideration hereinafter mentioned, have, and by these presents do agree to bargain and sell unto the said Benjamin E. Valentine, in fee, upon the terms and conditions, and in way and manner hereinafter set forth, all those three certain tracts or pices of land situate late in Northumberland, and now in Lycoming county, in the State of Pennsylvania: one of them called "Fairfield," situate on Saltzman's run, about one mile from the Susquehannah river, containing two hundred and eighty-six acres and one hundred and five perches, and allowance, surveyed in pursuance of a warrant, No. 837, granted to Joseph Fearon, dated the fifteenth day of June, Anno Domini 1787, and patented to said Joseph Fearon on the 24th day of July, Anno Domini 1788, enrolled in the rolls' office, in patent book No. 14, page 238: one other of them called "Edinburg," situate above Saltzman's run, containing one hundred and eleven acres and one hundred and sixty-five perches, and allowance, surveyed in pursuance of a warrant, No. 4843, dated the 30th day of February, Anno Domini 1794, granted to said Joseph Fearon, and patented to him, the said Joseph Fearon, on the thirtieth day of September, Anno Domini 1796, enrolled in the rolls' office, in patent book No. 30, page 138, &c.: and the other of them, called "White Oak Bottom," situate above Lick run, containing two hundred and fifty-four acres, and allowance, surveyed in pursuance of a warrant, No. 5615, dated the nineteenth day of April, Anno Domini 1794, granted to Joseph Fearon, and patented to him on the thirtieth day of September, Anno Domini 1796, and recorded in the rolls' office, in patent book No. 30, page 141; together with the appurtenances thereunto respectively belonging, viz: the tract of land first above described, for the price or sum of two dollars per acre; the tract of land second above described, for the price or sum of three dollars per acre; and the tract of land last above described, for the price or sum of four dollars per acre.

That the said Benjamin E. Valentine shall have the privilege, at any time within two years from the date hereof, to relinquish the purchase of the said three tracts of land above described, or any or either of them, if, in his opinion, there should not be sufficient veins of coal discovered in them to warrant him in the purchase.

That at the expiration of two years from the date hereof, or sooner, if the said Benjamin E. Valentine, his heirs or assigns, should agree thereto, the said Jacob Fox and Elizabeth his wife shall and will make, execute, and deliver the necessary deeds, conveyances, and assurances, to vest the same tracts of land, or any or either of them, in the said Benjamin E. Valentine, his heirs and assigns, in fee simple.

And the said Benjamin E. Valentine doth hereby covenant and agree to and with the said Jacob Fox and Elizabeth his wife, that when and as soon as he shall agree to take the tracts of land aforesaid, or either of them, or at the expiration of the said two years, in case he shall fail to relinquish the purchase thereof, or any part thereof, within that time, he shall and will execute and deliver to the said Jacob Fox and Elizabeth his wife, a mortgage of the said lands or such parts thereof as he shall agree to take for the sums hereby agreed to be given therefor, payable in one and two years from date thereof, with interest.

And for the just and true performance and observance of their respective covenants and agreements as aforesaid, the said parties hereto do mutually bind themselves, their respective heirs, executors, and administrators, each unto the other firmly by these presents. In witness whereof, the said parties have interchangeably set their hands and seals hereunto, dated the day and year first above written.

JACOB FOX. [SEAL.]

her
ELIZABETH ⋈ FOX. [SEAL.]
mark

BENJAMIN E. VALENTINE. [SEAL.]

Sealed and delivered in the presence of us,
JOHN HUNTER,
MATILDA HEELVECK.

The fourth day of December, A. D. 1829, before me, John Hunter, one of the justices of the peace in and for the county of Philadelphia, came the above named Jacob Fox and Elizabeth his wife, and Benjamin E. Valentine, and acknowledged the foregoing written articles of agreement to be their and either of their act and deed, and desired the same may be recorded as such; the said Elizabeth being of full age, and by me privately examined apart from her husband, declared she executed the said agreement voluntarily and of her own free will and accord, without any compulsion or coercion of said husband, or any undue influence whatever, and the full contents thereof by me first made known to her.

Witness my hand and seal, the day and year aforesaid.

JOHN HUNTER. [SEAL.]

Lycoming county, recorder's office. } *Lycoming county, ss.*
Recorded in the office for recording deeds, &c., in and for said county, in deed book U, page 1st, &c.

In testimony whereof, I have hereunto set my hand, and affixed the seal of said office, in Williamsport, this 26th day of March, A. D. 1830.
J. VANDERBELT, *Recorder.*

Fees, $1 31¼.

Articles of agreement, made, indented, and concluded, upon this fourth day of December in the year of our Lord, one thousand eight hundred and twenty-nine, between Christopher Scarrow and Sarah his wife, late Sarah Fearon, acting by their attorney in fact, Jacob Fox, duly constituted by letter of attorney dated the twenty-fifth day of June, Anno Domini, one thousand eight hundred and twenty-eight, recorded in Lycoming county, in deed book T, page 210, of the one part, and Benjamin E. Valentine of the other part, witnesseth, that the said Christopher Scarrow and Sarah his wife, acting by their attorney in fact aforesaid, for the consideration hereinafter mentioned, have, and by these presents do agree to bargain and sell unto the said Benjamin E. Valentine, in fee, upon the terms and conditions, and in way and manner hereinafter set forth, all those two certain tracts or pieces of land, situate in late Northumberland, now Lycoming county, in the State of Pennsylvania, one of them called "Retreat," situate on the waters of Saltsman's run, containing three hundred and sixty-five acres and one hundred and thirty-six perches, and allowance, surveyed in pursuance of a warrant, No. 5612, dated the seventeenth day of April, 1794, granted to said Joseph Fearon, and patented to him on the thirtieth day of September, 1796, and inrolled in the roll's office in patent book No. 30, page 139; and the other of them called "Belvoir" situate on the waters of Saltsman's run aforesaid, containing three hundred and sixty-seven acres and one hundred and thirty-eight perches, and allowance, surveyed in pursuance of a warrant, No. 5613, dated the seventeenth day of Apil, 1794, granted to Joseph Fearon, and patented to him on the thirtieth day of September, 1796, and inrolled in the rolls' office in patent book No. 30, page 137; together with the appurtenances thereunto respectively belonging, viz: for the price or sum of one dollar per acre.

That the said Benjamin E. Valentine shall have the privilege, at any time within two years from the date hereof, to relinquish the purchase of the said two tracts of land or either of them, if, in his opinion, there should not be sufficient veins of coal discovered thereon to warrant him in the purchase.

That at the expiration of two years from this date, or sooner, if the said Benjamin E. Valentine, his heirs or assigns should agree thereto, the said Christopher Scarrow and wife shall and will make, execute, and deliver the necessary deeds, conveyances, and assurances to vest the same tracts of land, or either of them, in the said Benjamin E. Valentine, his heirs and assigns, in absolute fee simple.